OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
204 South 7th Street
May 7, 2019
TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:01pm and asked Mr. Shuman to call the roll.

2. Roll Call

Mr. Shuman called the roll and all city council members were present.

1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

3. Invocation

Mr. Haefner provided the invocation.

1. Kevin Haefner from the Church of the Highlands.

4. Pledge of Allegiance

Cristian and Katie lead the Pledge of Allegiance.

1. Cristian Perez from Carver Primary and Katie Richards from West Forest Intermediate.

5. Reading of Minutes
1. Minutes from the 4-16-19 city council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Canon, Council Member
SECONDER:	Dozier Smith T, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

6. Unfinished Business

7. Remarks By the Mayor
1. Proclamation - Bike month.

Mayor Fuller and Shirley Lazenby recognized Patrick Tufts for being the youngest person to complete the 60 mile bike ride for the Bo Bikes Bama event and Lisa Pierce with Alabama Rural Ministries for riding 245 miles in raising funds to help those who lost their homes during the March 3rd tornado. Mayor Fuller also presented a proclamation to Shirley Lazenby recognizing May as Bike month.

2. Recognize Bicentennial T-shirt design winners from Carver & West Forest.

Mayor Fuller, Pasty Jones and Dozier Smith T recognized Katie Richards from West Forest and Cristian Perez from Carver Primary, as the winners of the Bicentennial T-shirt design competition.

8. Citizen Communications

(Limit comments to five minutes or less)

Bill Montgomery thanked Mayor Fuller and the City Council for taking the action to sell the City telecom operation because the City did not need to be in the cable TV business.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request by First Baptist Church, street closure on June 10,11,12 & 13.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dozier Smith T, Council Member
SECONDER:	Tiffany Gibson-Pitts, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Public Hearing, Vacate ROW- Portion of West Point Pkwy & Sportsplex Pkwy, 0.18 acres - Awesome LLC

Mr. Shuman announced the public hearing to vacate .18 acres of City Right of Way. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said vacating of ROW. No one came forward to speak. President Smith closed the public hearing.

3. Public Hearing, Vacate ROW- Portion of Sportsplex Pkwy & West Point Pkwy, 0.20 acres - Morgan & Boothe

Mr. Shuman announced the public hearing to vacate .20 acres of City Right of Way. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said vacating of ROW. No one came forward to speak. President Smith closed the public hearing.

4. Public Hearing, Vacate ROW - Portion of Anderson Rd. & Sportsplex Parkway, 0.56 acres - Inwoo Paek

Mr. Shuman announced the public hearing to vacate .56 acres of City Right of Way. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said vacating of ROW. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

13. Resolutions

1. Resolution Expense reports from various departments.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Canon, Council Member
SECONDER:	Patricia Jones, President Pro-Tem
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Resolution Designate City Personal Property Surplus & Authorize Disposal

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tiffany Gibson-Pitts, Council Member
SECONDER:	Dozier Smith T, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

3. Resolution Purchase - (624) Toter 96 Gal EVR II Carts - Sourcewell Contract - OES

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Patricia Jones, President Pro-Tem
SECONDER:	David Canon, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

4. Resolution Purchase - FireEye Email Security System - State Contract - IT

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dozier Smith T, Council Member
SECONDER:	Patricia Jones, President Pro-Tem
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

5. Resolution Purchase - One (1) 2019 Sewer Vacuum Truck - Sourcewell Contract - PW

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dozier Smith T, Council Member
SECONDER:	David Canon, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

6. Resolution Refund Request-Fuller, Occupational License Fees.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Patricia Jones, President Pro-Tem
SECONDER:	Dozier Smith T, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

7. Resolution Refund Request-Walker, Occupational License Fees.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Canon, Council Member
SECONDER:	Patricia Jones, President Pro-Tem
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

8. Resolution Refund Request-TPE, Business License Fees

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dozier Smith T, Council Member
SECONDER:	David Canon, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

9. Resolution Vacate ROW, Portion of West Point Pkwy & Sportsplex Parkway, 0.18 acres - Awesome LLC

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Canon, Council Member
SECONDER:	Tiffany Gibson-Pitts, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

10. Resolution Vacate ROW, Portion of Sportsplex Parkway & West Point Pkwy, 0.20 acres - Morgan & Boothe

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dozier Smith T, Council Member
SECONDER:	Tiffany Gibson-Pitts, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

11. Resolution Vacate ROW, Portion of Anderson Rd & Sportsplex Parkway, 0.56 acres - Inwoo Paek

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tiffany Gibson-Pitts, Council Member
SECONDER:	Patricia Jones, President Pro-Tem
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

12. Resolution Police Captain Validated Selection Procedure Contract

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Canon, Council Member
SECONDER:	Patricia Jones, President Pro-Tem
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

13. Resolution Proposal for Sain Assoc. Engineering services, intersection improvements - ENG.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dozier Smith T, Council Member
SECONDER:	David Canon, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

14. Resolution Amend Annual Appropriation to Lee-Russell Council of Governments

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Patricia Jones, President Pro-Tem
SECONDER:	Tiffany Gibson-Pitts, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

15. Resolution Annual authorization to Levy tax on property within Opelika.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dozier Smith T, Council Member
SECONDER:	David Canon, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

16. Resolution Annual MWPP Reports for East and West Sewer Treatment Plants

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tiffany Gibson-Pitts, Council Member
SECONDER:	Dozier Smith T, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

17. Resolution Employee Contract, Asst. Director/Mgr. Distribution Services - OPS.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dozier Smith T, Council Member
SECONDER:	David Canon, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

14. Ordinances

1. Ordinance Amend Zoning Ord & Map: 60.74 Acres, Pepperell Pkwy & North 30Th Street - 2nd Reading

RESULT:	**SECOND READING AND APPROVED [UNANIMOUS]**
MOVER:	Tiffany Gibson-Pitts, Council Member
SECONDER:	Dozier Smith T, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Ordinance Amending Section 5 of Ordinance Number 129-00 Northside Historic District - 1St Reading

Mr. Smith T introduced this ordinance. Ms. Pitts then made the motion to suspend the rules and was seconded by Mr. Smith T. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith

Nays None.

Mr. Smith T stated he, maybe more than anyone, is responsible for this issue taking some time to reach a vote. I see the need to protect our history, our beautiful homes, our neighborhoods and businesses. I also see the integral role our Churches play in the very fabric of our City. I see good people and friends on both sides of this issue and that made it difficult.

RESULT:	**FIRST READING AND APPROVED [UNANIMOUS]**
MOVER:	David Canon, Council Member
SECONDER:	Dozier Smith T, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

3. Ordinance Amending Section 5 of Ordinance Number 151-01 Downtown Historic District - 1St Reading

Ms. Pitts introduced this ordinance. Mr. Canon then made the motion to suspend the rules and was seconded by Mr. Smith T. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith

Nays None.

RESULT:	**FIRST READING AND APPROVED [UNANIMOUS]**
MOVER:	Tiffany Gibson-Pitts, Council Member
SECONDER:	Dozier Smith T, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

4. Ordinance Amending Section 5 of Ordinance Number 112-007 Geneva Historic District - 1St Reading

Ms. Jones introduced this ordinance. Mr. Smith T then made the motion to suspend the rules and was seconded by Mr. Canon. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith

Nays None.

Ms. Jones stated this has been a difficult decision for all of us but, at the same time we are charged as officials to make decisions that would effect all the people. In doing that, my vote is to protect the existing property owners that had come to the table thinking and knowing that there was an exemption. We are trying to protect those citizens and preserve history.

Mr. Canon thanked the citizens for speaking out and we heard what you said. This is a complicated issue and our decision has been widely supported.

RESULT:	**FIRST READING AND APPROVED [UNANIMOUS]**
MOVER:	Patricia Jones, President Pro-Tem
SECONDER:	David Canon, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

5. Ordinance Amend Chapter 5.5, add Article IV, Small Wireless Facilities in ROW - 1St Reading

Mr. Canon introduced this ordinance. Mr. Smith T then made the motion to suspend the rules and was seconded by Ms. Jones. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith

Nays None.

RESULT:	**FIRST READING AND APPROVED [UNANIMOUS]**
MOVER:	David Canon, Council Member
SECONDER:	Patricia Jones, President Pro-Tem
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

15. Appointments

16. Adjourn

The City Council meeting minutes of May 7, 2019 are hereby adopted and approved this the 21st day of May, 2019.

/s/ Eddie Smith

_____

President of City Council

City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

_____

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn

Just prior to adjourning President Smith allowed Suzanne Montgomery to speak. She stated her concern for the city taking action to amend the historic preservation ordinances. Preserving history use to be voluntary and overtime has become mandated in certain areas and it is very costly. She said this could be setting a precedence with the Churches and could be a slippery slope. Should the City be controlling property and what Churches and other buildings look like? Are these ordinances needed?

The council meeting ended at 7:45pm.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Canon, Council Member
SECONDER:	Patricia Jones, President Pro-Tem
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 05/07/19 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3398

CM MINUTES (ID # 3398)

Minutes from the 4-16-19 city council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Canon, Council Member
SECONDER:	Dozier Smith T, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
204 South 7th Street
April 16, 2019
TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:13pm and asked Mr. Shuman to call the roll.

2. Roll Call

Mr. Shuman called the roll and all council members were present.

1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

3. Invocation

Pastor Anthony Pogue gave the invocation.

1. Pastor Anthony Pogue of Bethesda Baptist Church.

4. Pledge of Allegiance

Adam Cason lead the Pledge of Allegiance.

1. Adam Cason, Mr. Opelika High School.

5. Reading of Minutes

1. Minutes from the 4-02-19 City Council meeting.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller reminded everyone that Easter on the Square is Saturday morning at 10am. Mayor Fuller stated that Leigh Krehling, the City's Community Relations Officer, was recently recognized by the Public Relations Council of Alabama with an Award for Excellence for the re-branding project for the City of Opelika.

1. City financial statements - March 2019

Mayor Fuller reminded the council members that the City's March 2019 financial summary report was in their council packet for their review.

2. March 2019 Building Inspections Monthly Report

Mayor Fuller called on Joey Motley, City Administrator, who gave a summary of the City's March 2019 Building Inspection report.

3. Proclamation for the National Day of Prayer.

Mayor Fuller presented a proclamation to Laura Fuller and Bill White proclaiming Thursday May 2nd the National Day of Prayer. The prayer service will be at Court House Square starting at Noon and everyone is invited.

4. Proclamation for Relay for Life.

Attachment: CM minutes MT, 4-16-19 (3398 : Minutes from the 4-16-19 city council meeting.)

Mayor Fuller asked Patsy Jones to help him present a proclamation to Sheree McConnell declaring April 22-26th as "Cancer Does Not Take a Holiday" week and April 26th as Relay for Life day.

5. Recognition of the OHS girls Basketball Team.

Mayor Fuller recognized the OHS coaches and members of the OHS Girls Basketball Team for their outstanding performance during the year.

8. Citizen Communications

(Limit comments to five minutes or less)

Shane Dickerson stated he is representing the Opelika Historic Preservation Society and is not part of the Historic Preservation Commission. We love the historic buildings in Opelika and want to protect them. We have beautiful historic churches in Opelika and do not want them destroyed. I have listened carefully to what has been said and can give examples as to why the church exemption should be removed. We are concerned about what could happen to the local historic Churches under the current set up. We would like to see action taken to protect our historic Churches. Thank you.

Kitty Greene stated she has lived 32 years in the Northside Historic District. She read three emails that were all supporting the protection of historic Churches and buildings. Church exemptions put Historic structures at risk. We support ordinances that would remove Church exemptions so the historic Chuches are protected.

Allyson Comstock stated she lives on 3rd Avenue in a 119 year old home and is slowly fixing it up. There should be no exemptions in the Historic ordinances. What defines a religious organization? Churches can purchase property next to the Church and they become exempt currently. We do not want to look back and say we should have done something. Please don't allow the Church exemptions.

Aaron Bushey stated he has a business on 9th Street. The council needs to get rid of the Church exemptions. We moved to Opelika because it is unique. Restrictions are important to protect historic structures.

Barry Whatley stated he took notes of what was said. Federal law says can't place a burden on churches but, we are not doing that. Churches have chosen to be where they are. The citizens that are speaking tonight pay taxes and Churches don't pay taxes. I understand there is no court cases to look at in Alabama and it was stated that no other City in Alabama has Church exemptions so why do we? We can find a way to get rid of the Church exemptions. Concerns about liability was mentioned and that the HPC has no money. The City money belongs to the citizens. It was said that 50% of the people will be upset and 50% will be happy. I have not heard one person supporting the Church exemption. Everyone I hear is in support of removing the Church exemptions. It was stated that the HPC could be dissolved. I think we should support the HPC or no one will be willing to serve on the HPC.

9. Report of Disbursements

10. Committee Reports

11. General Business

Attachment: CM minutes MT, 4-16-19 (3398 : Minutes from the 4-16-19 city council meeting.)

1. Request from Main Street, two events, Touch-A-Truck and Burger Wars on 6-01-19.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Request from Main Street, new event Main Street on Tap on 7-27-19.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

3. Public Hearing, Project Development Agreement with BC Stone Contracting.

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said project development. No one came forward to speak. President Smith closed the public hearing.

4. PH, Amend Zoning Ord & Map: Rezone 60.74 Acres, Pepperell Pkwy & North 30Th Street

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said amendment to the zoning ordinance. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 088-19 Mobile Health Clinic

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

13. Resolutions

1. Resolution 089-19 Expense reports from various departments.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Resolution 090-19 Purchase - One (1) 2019 Ford F350 Crew Cab and Chassis - OPS

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

3. Resolution 091-19 Purchase - Christmas Decorations - P&R

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

4. Resolution 092-19 Set date for public hearing, fix demolition cost for 9 Avenue B.

Attachment: CM minutes MT, 4-16-19 (3398 : Minutes from the 4-16-19 city council meeting.)

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

5. Resolution 093-19 Set date of public hearing, fix demolition cost for 206 Byrd Avenue.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

6. Resolution 094-19 Set public hearing date, fix demolition cost for 1003 Alton Court

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

7. Resolution 095-19 Request Special Use Permit, AT&T cell tower at 3460 US Hwy. 280 East.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

8. Resolution 096-19 Appointing Kevin D. Rice as ADA Coordinator & Approving Amended ADA Grievance Procedures

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

9. Resolution 097-19 BC Stone Contracting, LLC Project Agreement

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

10. Resolution 098-19 License Agreement, ROW Encroachment, Cotton District - Resting Pulse Brewery

RESULT: **APPROVED [4 TO 0]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon
ABSTAIN: Eddie Smith

11. Resolution 099-19 FY2019 appropriation contract with Chamber of Commerce.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

12. Resolution 100-19 Appropriation to OCS - Track Team to State Tournament.

Attachment: CM minutes MT, 4-16-19 (3398 : Minutes from the 4-16-19 city council meeting.)

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

13. Resolution 101-19 Appropriation to Community Foundation E.A., Opelika Giving Day.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

14. Resolution 102-19 Authorize the Mayor to Execute the Receipt and Refunding Agreement.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

15. Resolution 103-19 Renew employee contract, OPS Director.

Ms. Pitts asked if the salary is the same since Telecom was sold? Mayor Fuller said yes. Ms Pitts said several city employees were moved to the new company so it seems the salary should be decreased. Mr. Motley stated that the salary was not increased when Telecom was added and the salary is based on market conditions for that position.

RESULT: **APPROVED [4 TO 1]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
NAYS: Tiffany Gibson-Pitts

16. Resolution 104-19 Opposing Senate Bill 264, small cell wireless regulations.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

14. Ordinances

1. Ordinance Amend Zoning Ord & Map: 60.74 Acres, Pepperell Pkwy & North 30Th Street - 1St Reading

This ordinance was introduced by Mr. Smith T.

RESULT: **FIRST READING INTRODUCED**

2. Ordinance 005-19-ORD Electric System Revenue Taxable Refunding Warrant, Series 2019 - 1st Reading.

This ordinance was introduced by Mr. Canon. Then Ms. Jones made the motion to suspend the rules and was seconded by Mr. Canon. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.
Nays None.

RESULT: **FIRST READING AND APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

15. Appointments

Attachment: CM minutes MT, 4-16-19 (3398 : Minutes from the 4-16-19 city council meeting.)

16. Adjourn

The City Council meeting minutes of April 16, 2019 are hereby adopted and approved this the _____ day of _____, 2019.

/s/

_____

President of City Council

City of Opelika, Alabama

ATTEST:

/s/

_____

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.

The council meeting ended at 8:14 pm.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

Attachment: CM minutes MT, 4-16-19 (3398 : Minutes from the 4-16-19 city council meeting.)

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 05/07/19 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3414

GENERAL BUSINESS (ID # 3414)

Request by First Baptist Church, street closure on June 10,11,12 & 13.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dozier Smith T, Council Member
SECONDER:	Tiffany Gibson-Pitts, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

Shuman, Robert

From: Austin <austinj@fbcopelika.com>
Sent: Monday, April 29, 2019 10:49 AM
To: Shuman, Robert
Subject: FBC Opelika VBS Road Closure Request

Mr. Shuman,

Last year we were approved to close B avenue between 8th Street & 9th Street. I was wondering if we could do a request again for this June. If this is not the correct way to do it please let me know. Below is outlining specially First Baptist Opelika's request.

FBCO would like to close B Avenue between 8th street and 9th street on the dates and times listed below.

This is the week of our vacation bible school and during these times we have over 1500 young kids on our campus. With safety and security the top of our priority for each guest on our campus we request to close this section of B avenue due to the amount of children, parents, and volunteers that cross going to and from the FBCO building. Traffic along this road in past years has been very dangerous when bringing classes back and forth.

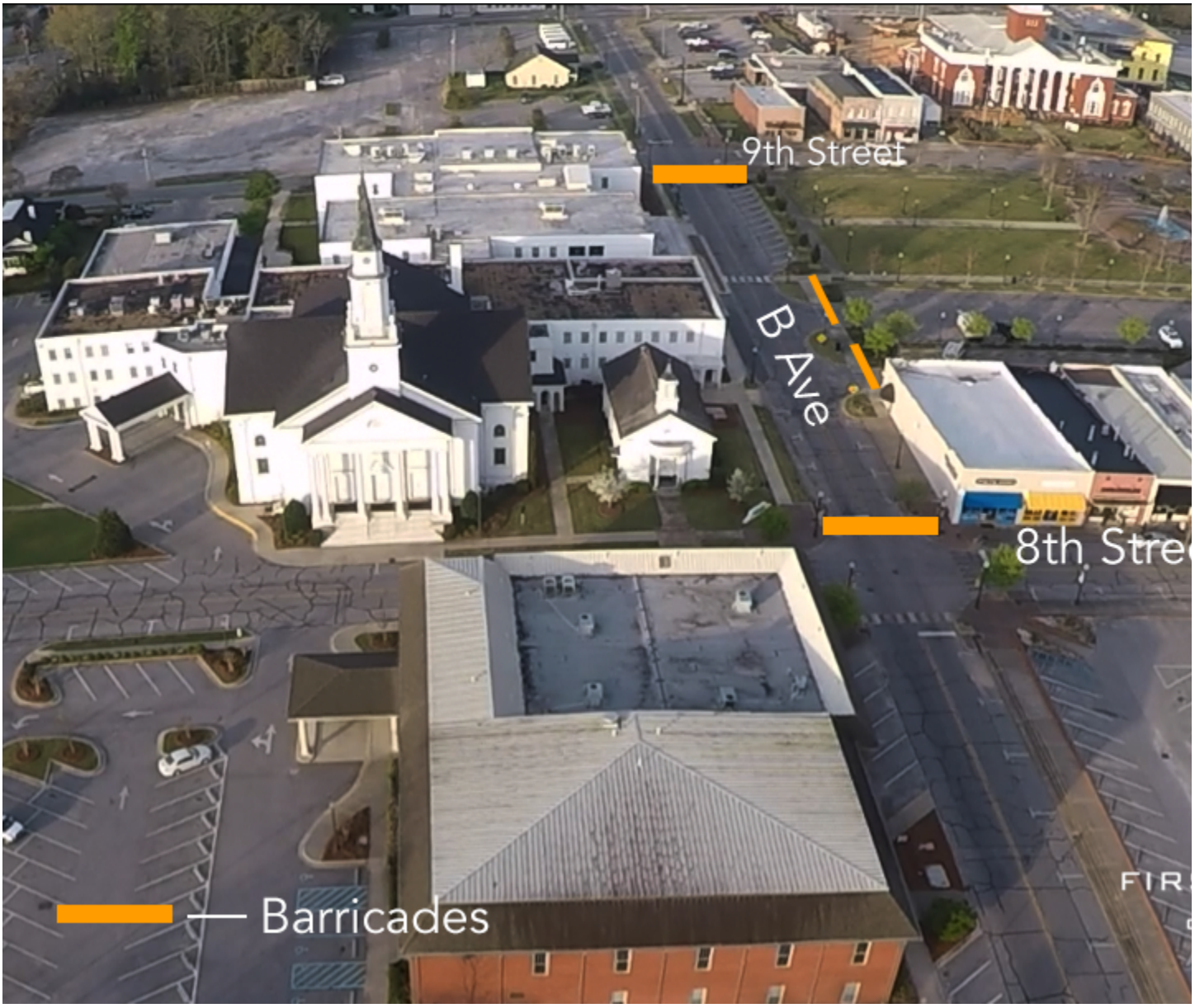
Monday, June 10
7AM to 1PM
Tuesday, June 11
8AM to 1PM
Wednesday, June 12
8AM to 1PM
4PM to 9PM
Thursday, June 13
8AM to 1PM

Attached is the aerial map of the road.

Thank you!

Austin Jones
FBC Opelika
Associate Director of Media
Campus Safety Coordinator
C: 205-613-9635

Attachment: CM 5-07-19, Street Closure Request, First Baptist Church (3414 : Request by First Baptist Church, street closure on June 10,11,12


9th Street
B Ave
8th Stre
FIR
Barricades

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 05/07/19 07:00 PM
Department: Planning
Category: Vacate Property
Prepared By: Charles Mosley
Initiator: Charles Mosley
Sponsors:
DOC ID: 3419

GENERAL BUSINESS (ID # 3419)

Public Hearing, Vacate ROW- Portion of West Point Pkwy & Sportsplex Pkwy, 0.18 acres - Awesome LLC

The City of Opelika has completed construction of Sportsplex Parkway. The City is requesting the vacation of a portion of the right-of-way for Sportsplex Parkway and West Point Parkway. This right-of-way was originally secured by the Alabama Department of Transportation for the construction of the interstate exit. The width of the right-of-way greatly exceeds what is necessary for the road. Three adjoining property owners to the right-of-way are involved in the vacation: Inwoo Paek, William M. Morgan & Robert D. Boothe, and Awesome LLC. At the January 22nd meeting, the Planning Commission voted 7 to 0 (and one abstain) to send a positive recommendation to City Council to vacate a portion of the right-of-way. At the Feb 5th CC WS, CC approved advertisement for a public hearing.

COMMENTS - Current Meeting:

Mr. Shuman announced the public hearing to vacate .18 acres of City Right of Way. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said vacating of ROW. No one came forward to speak. President Smith closed the public hearing.

City of Opelika
Planning Commission Report

Action Requested: Vacate Three Portions of Sportsplex Parkway:

1. Vacate a northwest portion of Sportsplex Parkway right-of-way (ROW) at the corner of West Point Parkway & Anderson Road for Inwoo Paek, adjacent property owner.
2. Vacate a southwest portion of Sportsplex Parkway right-of-way at the corner of West Point Parkway & Sportsplex Parkway for William M. Morgan & Robert D. Boothe, adjacent property owners
3. Vacate a southwest portion of Sportsplex Parkway right-of-way at the corner of West Point Parkway & Sportsplex Parkway for Awesome LLC, adjacent property owner.

Location of Property: Northwest portion of Sportsplex Parkway right-of-way at the corner of West Point Parkway & Sportsplex Parkway (see maps attached)

Adjacent Land Use: vacant property and commercial (gas station)

Current Zoning: C-2, GC-P

Surrounding Zoning Districts And Land Uses:

North	C2, GC-P	vacant
South	C2, GC-P	Gas Station
East	C2, GC-P	vacant
West	C2, GC-P	vacant

Proposal:

The City of Opelika has completed the Sportsplex Parkway. The City of Opelika is requesting the vacation of a portion of the right-of-way for Sportsplex Parkway and West Point Parkway. This right-of-way was originally secured by the Alabama Department of Transportation for the construction of the interstate exit. The width of the right-of-way greatly exceeds what is necessary for the road. The #1 vacated ROW area (listed at top of page) is about 0.56 acres located next to vacant property. The #2 vacated area is about 0.20 acres. This property is adjacent to vacant property and includes a 20-foot sanitary sewer easement. The #3 vacated ROW area is adjacent to an existing gas station. The vacated area is a large portion of the gas station parking lot.

Staff recommends the Planning Commission send a positive recommendation to City Council to approve the vacation of the Northwest portion of Sportsplex Parkway right-of-way at the corner of West Point Parkway & Sportsplex Parkway.

Attachment: staff reports awesome llc (3419 : Public Hearing, Vacate ROW, 0.18 acres, Portion of West Point Pkwy & Sportsplex Parkway,

At the January 22nd meeting, the Planning Commission voted 7 to 0 (one abstain) to send a positive recommendation to City Council to vacate the three portions of Sportsplex Parkway.

Engineer's Report

The Engineering Department initiated this ROW vacation as part of the ROW negotiations for the Sportsplex Parkway construction. This vacation is supported by the Engineering Department and a positive recommendation to City Council is supported.

OPELIKA UTILITIES

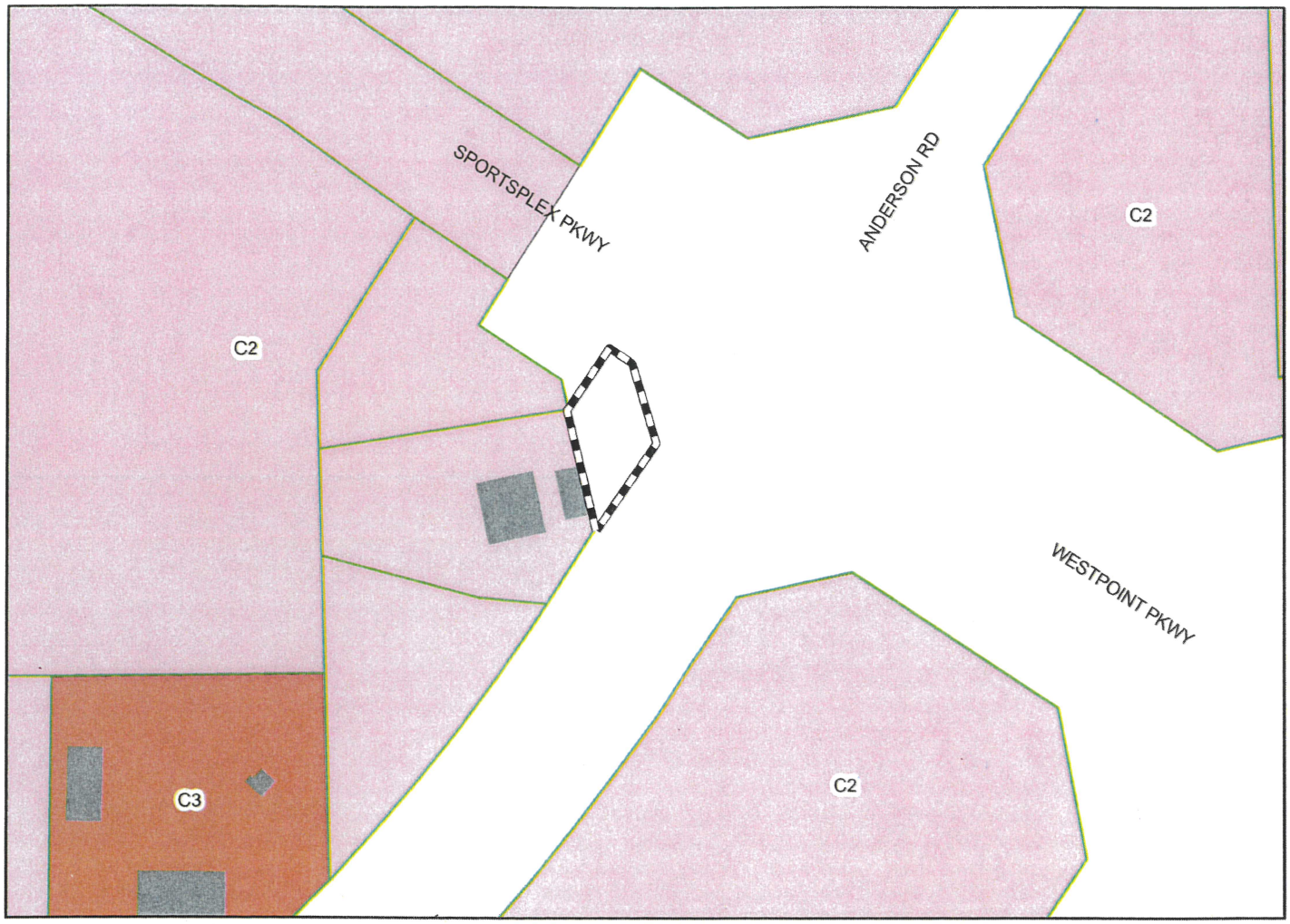
No report.

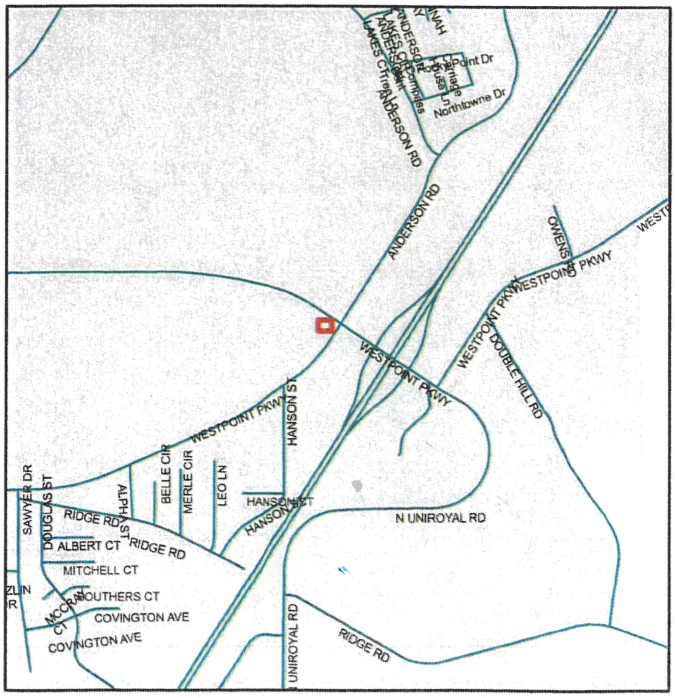
Opelika Power Services

Opelika Power Services does not have Electrical Utilities within the above-mentioned right-of-way.

Attachment: staff reports awesome llc (3419 : Public Hearing, Vacate ROW, 0.18 acres, Portion of West Point Pkwy & Sportsplex Parkway,

PETITION TO VACATE RIGHT-OF-WAY FOR AWESOME LLC
SOUTHWEST PORTION SPORTSPLEX PARKWAY
VACATION OF ROW, #3





Awesome LLC, pettioner & adjacent property owner, is requesting to vacate a southwest portion of Sportsplex Parkway.

Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be used without

NOTICE OF PUBLIC HEARING
OPELIKA CITY COUNCIL
May 7, 2019 7:00 P.M.

NOTICE IS HEREBY GIVEN in accordance with §23-4-2, *Code of Alabama*, 1975, that the City Council of the City of Opelika will conduct a Public Hearing during the regularly scheduled City Council meeting on Tuesday, May 7, 2019, beginning at 7:00 p.m. in the Opelika City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama, to receive the benefit of public input concerning a proposal to vacate a portion of the southwesterly right-of-way of West Point Parkway (formerly U.S. Highway 29) located at the corner of West Point Parkway and Sportsplex Parkway. All persons interested in the proposed vacation are invited to appear at the public hearing and express their views. Written statements or objections may be submitted to the City Clerk prior to the time of the hearing.

The portion of the right-of-way of West Point Parkway (formerly U.S. Highway 29) proposed to be vacated are more particularly described as follows:

> A tract or parcel of land containing 0.18 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23’32”E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence leaving said right-of-way limit N33°02'34”E 74.48 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57’26”E 23.15 feet; thence continue along said southwest right-of-way limit S13°11’19”E 79.37 feet to the northwest right-of-way limit of West Point Parkway; thence along said northwest right-of-way limit S33°00’10”W 100.00 feet to point on old highway right-of-way limit; thence along said old highway right-of-way limit N11°59’50”W 113.81 feet to the point of beginning.

A copy of the Petition to Vacate and the proposed resolution approving the vacation will be available upon request at the office of the City Clerk, 2nd Floor of City Hall, 204 South 7th Street, Opelika, Alabama.

Attachment: NOTICE OF PUBLIC HEARING awesome llc (3419 : Public Hearing, Vacate ROW, 0.18 acres, Portion of West Point Pkwy &

Please contact Lisa McLeod, the City's ADA Coordinator, at 334-705-5131 at least two (2) working days prior to the meeting if you require special accommodations due to a disability.

DATED this the _____ day of _____, 2019.

_____
ROBERT G. SHUMAN, CITY CLERK

TO: PUBLISHER
{Name of Newspaper}
{Address}
Opelika, Alabama 36801

Please publish the foregoing Notice once a week for four (4) consecutive weeks in the [Name of Newspaper].

_____
ROBERT G. SHUMAN, CITY CLERK

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 05/07/19 07:00 PM
Department: Planning
Category: Vacate Property
Prepared By: Charles Mosley
Initiator: Charles Mosley
Sponsors:
DOC ID: 3421

GENERAL BUSINESS (ID # 3421)

Public Hearing, Vacate ROW- Portion of Sportsplex Pkwy & West Point Pkwy, 0.20 acres - Morgan & Boothe

The City of Opelika has completed construction of Sportsplex Parkway. The City is requesting the vacation of a portion of the right-of-way for Sportsplex Parkway and West Point Parkway. This right-of-way was originally secured by the Alabama Department of Transportation for the construction of the interstate exit. The width of the right-of-way greatly exceeds what is necessary for the road. Three adjoining property owners to the right-of-way are involved in the vacation: Inwoo Paek, William M. Morgan & Robert D. Boothe, and Awesome LLC. At the January 22nd meeting, the Planning Commission voted 7 to 0 (and one abstain) to send a positive recommendation to City Council to vacate a portion of the right-of-way. At the Feb 5th CC WS, CC approved advertisement for a public hearing.

COMMENTS - Current Meeting:

Mr. Shuman announced the public hearing to vacate .20 acres of City Right of Way. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said vacating of ROW. No one came forward to speak. President Smith closed the public hearing.

City of Opelika
Planning Commission Report

Action Requested: Vacate Three Portions of Sportsplex Parkway:

1. Vacate a northwest portion of Sportsplex Parkway right-of-way (ROW) at the corner of West Point Parkway & Anderson Road for Inwoo Paek, adjacent property owner.
2. Vacate a southwest portion of Sportsplex Parkway right-of-way at the corner of West Point Parkway & Sportsplex Parkway for William M. Morgan & Robert D. Boothe, adjacent property owners
3. Vacate a southwest portion of Sportsplex Parkway right-of-way at the corner of West Point Parkway & Sportsplex Parkway for Awesome LLC, adjacent property owner.

Location of Property: Northwest portion of Sportsplex Parkway right-of-way at the corner of West Point Parkway & Sportsplex Parkway (see maps attached)

Adjacent Land Use: vacant property and commercial (gas station)

Current Zoning: C-2, GC-P

Surrounding Zoning Districts And Land Uses:

North	C2, GC-P	vacant
South	C2, GC-P	Gas Station
East	C2, GC-P	vacant
West	C2, GC-P	vacant

Proposal:

The City of Opelika has completed the Sportsplex Parkway. The City of Opelika is requesting the vacation of a portion of the right-of-way for Sportsplex Parkway and West Point Parkway. This right-of-way was originally secured by the Alabama Department of Transportation for the construction of the interstate exit. The width of the right-of-way greatly exceeds what is necessary for the road. The #1 vacated ROW area (listed at top of page) is about 0.56 acres located next to vacant property. The #2 vacated area is about 0.20 acres. This property is adjacent to vacant property and includes a 20-foot sanitary sewer easement. The #3 vacated ROW area is adjacent to an existing gas station. The vacated area is a large portion of the gas station parking lot.

Staff recommends the Planning Commission send a positive recommendation to City Council to approve the vacation of the Northwest portion of Sportsplex Parkway right-of-way at the corner of West Point Parkway & Sportsplex Parkway.

Attachment: staff reports booth (3421 : PH, Vacate ROW, 0.20 acres, Portion of Sportsplex Pkwy & West Point Pkwy, Morgan & Boothe)

At the January 22nd meeting, the Planning Commission voted 7 to 0 (one abstain) to send a positive recommendation to City Council to vacate the three portions of Sportsplex Parkway.

Engineer's Report

The Engineering Department initiated this ROW vacation as part of the ROW negotiations for the Sportsplex Parkway construction. This vacation is supported by the Engineering Department and a positive recommendation to City Council is supported.

OPELIKA UTILITIES

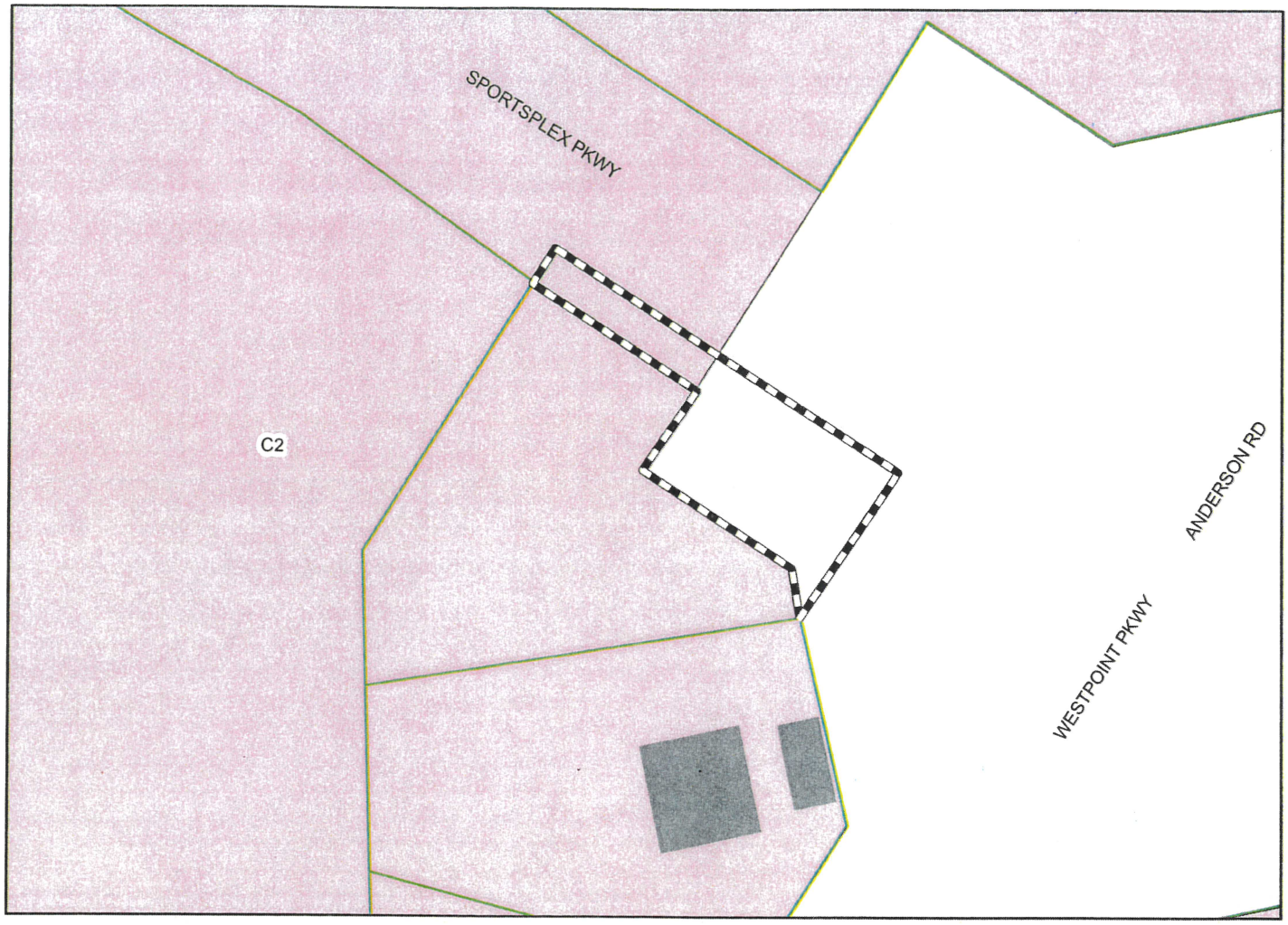
No report.

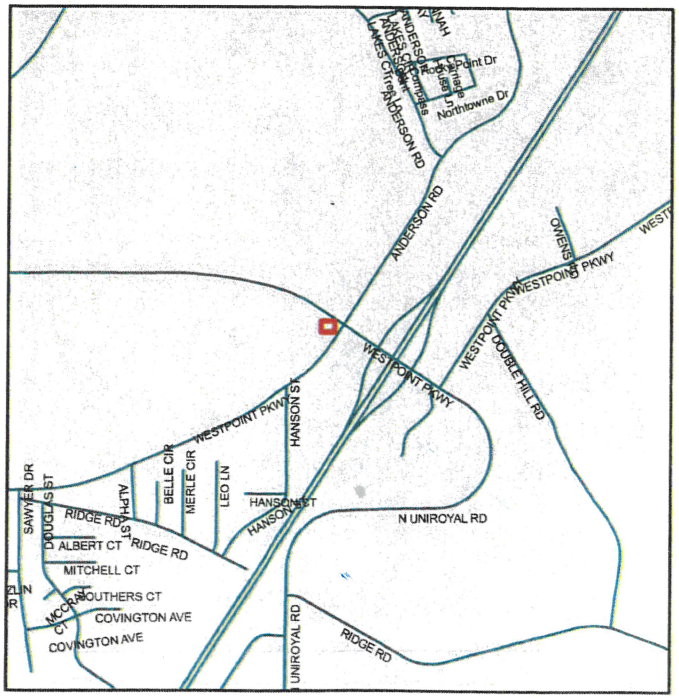
Opelika Power Services

Opelika Power Services does not have Electrical Utilities within the above-mentioned right-of-way.

Attachment: staff reports booth (3421 : PH, Vacate ROW, 0.20 acres, Portion of Sportsplex Pkwy & West Point Pkwy, Morgan & Boothe)

PETITION TO VACATE RIGHT-OF-WAY FOR MORGAN & BOOTHE SOUTHWEST PORTION SPORTSPLEX PARKWAY VACATION OF ROW, #2





William M. Morgan & Robert D. Boothe, pettioners & adjacent property owners, are requesting to vacate a southwest portion of Sportsplex Parkway.

Subject Property

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Attachment: staff reports booth (3421 : PH, Vacate ROW, 0.20 acres, Portion of Sportsplex Pkwy & West Point Pkwy, Morgan & Boothe)

NOTICE OF PUBLIC HEARING
OPELIKA CITY COUNCIL
May 7, 2019 7:00 P.M.

NOTICE IS HEREBY GIVEN in accordance with §23-4-2, *Code of Alabama*, 1975, that the City Council of the City of Opelika will conduct a Public Hearing during the regularly scheduled City Council meeting on Tuesday, May 7, 2019, beginning at 7:00 p.m. in the Opelika City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama, to receive the benefit of public input concerning a proposal to vacate a portion of the southwesterly right-of-way of Sportsplex Parkway and a portion of the southwesterly right-of-way of West Point Parkway (formerly U.S. Highway 29). All persons interested in the proposed vacation are invited to appear at the public hearing and express their views. Written statements or objections may be submitted to the City Clerk prior to the time of the hearing.

The portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) proposed to be vacated are more particularly described as follows:

> A tract or parcel of land containing 0.20 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-of-way limit N11°59'50"W 27.61 feet; thence continue along said old highway right-of-way limit N56°59'50"W 93.03 feet; thence continue along said old highway right-of-way limit N32°54'33"E 77.04 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57'26"E 112.74 feet; thence continue along said southwest right-of-way limit S33°02'34"W 20.00 feet; thence leaving said right-of-way limit S33°02'34"W 74.48 feet to the point of beginning.

A copy of the Petition to Vacate and the proposed resolution approving the vacation will be available upon request at the office of the City Clerk, 2nd Floor of City Hall, 204 South 7th Street, Opelika, Alabama.

Attachment: NOTICE OF PUBLIC HEARING booth (3421 : PH, Vacate ROW, 0.20 acres, Portion of Sportsplex Pkwy & West Point Pkwy, Morgan

Please contact Lisa McLeod, the City's ADA Coordinator, at 334-705-5131 at least two (2) working days prior to the meeting if you require special accommodations due to a disability.

DATED this the _____ day of _____, 2019.

_____
ROBERT G. SHUMAN, CITY CLERK

TO: PUBLISHER
{Name of Newspaper}
{Address}
Opelika, Alabama 36801

Please publish the foregoing Notice once a week for four (4) consecutive weeks in the [Name of Newspaper].

_____
ROBERT G. SHUMAN, CITY CLERK

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 05/07/19 07:00 PM
Department: Planning
Category: Vacate Property
Prepared By: Charles Mosley
Initiator: Charles Mosley
Sponsors:
DOC ID: 3420

GENERAL BUSINESS (ID # 3420)

Public Hearing, Vacate ROW - Portion of Anderson Rd. & Sportsplex Parkway, 0.56 acres - Inwoo Paek

The City of Opelika has completed construction of Sportsplex Parkway. The City is requesting the vacation of a portion of the right-of-way for Sportsplex Parkway and West Point Parkway. This right-of-way was originally secured by the Alabama Department of Transportation for the construction of the interstate exit. The width of the right-of-way greatly exceeds what is necessary for the road. Three adjoining property owners to the right-of-way are involved in the vacation: Inwoo Paek, William M. Morgan & Robert D. Boothe, and Awesome LLC. At the January 22nd meeting, the Planning Commission voted 7 to 0 (and one abstain) to send a positive recommendation to City Council to vacate a portion of the right-of-way. At the Feb 5th CC WS, CC approved advertisement for a public hearing.

COMMENTS - Current Meeting:

Mr. Shuman announced the public hearing to vacate .56 acres of City Right of Way. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said vacating of ROW. No one came forward to speak. President Smith closed the public hearing.

City of Opelika
Planning Commission Report

Action Requested: Vacate Three Portions of Sportsplex Parkway:

1. Vacate a northwest portion of Sportsplex Parkway right-of-way (ROW) at the corner of West Point Parkway & Anderson Road for Inwoo Paek, adjacent property owner.
2. Vacate a southwest portion of Sportsplex Parkway right-of-way at the corner of West Point Parkway & Sportsplex Parkway for William M. Morgan & Robert D. Boothe, adjacent property owners
3. Vacate a southwest portion of Sportsplex Parkway right-of-way at the corner of West Point Parkway & Sportsplex Parkway for Awesome LLC, adjacent property owner.

Location of Property: Northwest portion of Sportsplex Parkway right-of-way at the corner of West Point Parkway & Sportsplex Parkway (see maps attached)

Adjacent Land Use: vacant property and commercial (gas station)

Current Zoning: C-2, GC-P

Surrounding Zoning Districts And Land Uses:

North	C2, GC-P	vacant
South	C2, GC-P	Gas Station
East	C2, GC-P	vacant
West	C2, GC-P	vacant

Proposal:

The City of Opelika has completed the Sportsplex Parkway. The City of Opelika is requesting the vacation of a portion of the right-of-way for Sportsplex Parkway and West Point Parkway. This right-of-way was originally secured by the Alabama Department of Transportation for the construction of the interstate exit. The width of the right-of-way greatly exceeds what is necessary for the road. The #1 vacated ROW area (listed at top of page) is about 0.56 acres located next to vacant property. The #2 vacated area is about 0.20 acres. This property is adjacent to vacant property and includes a 20-foot sanitary sewer easement. The #3 vacated ROW area is adjacent to an existing gas station. The vacated area is a large portion of the gas station parking lot.

Staff recommends the Planning Commission send a positive recommendation to City Council to approve the vacation of the Northwest portion of Sportsplex Parkway right-of-way at the corner of West Point Parkway & Sportsplex Parkway.

Attachment: staff reports paek (3420 : Public Hearing, Vacate ROW, 0.56 acres, Portion of Anderson Rd & Sportsplex Parkway, Inwoo Paek)

At the January 22nd meeting, the Planning Commission voted 7 to 0 (one abstain) to send a positive recommendation to City Council to vacate the three portions of Sportsplex Parkway.

Engineer's Report

The Engineering Department initiated this ROW vacation as part of the ROW negotiations for the Sportsplex Parkway construction. This vacation is supported by the Engineering Department and a positive recommendation to City Council is supported.

OPELIKA UTILITIES

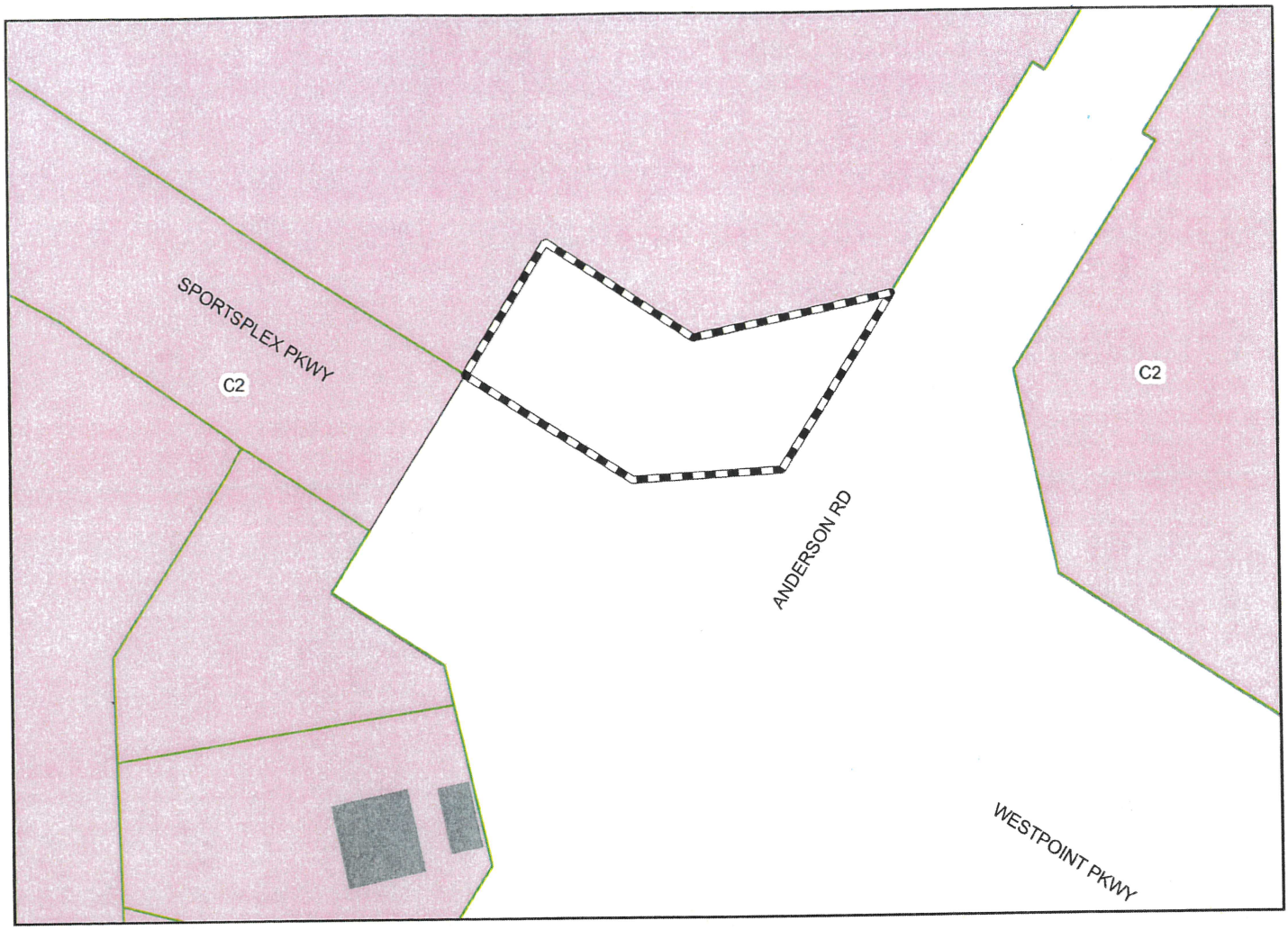
No report.

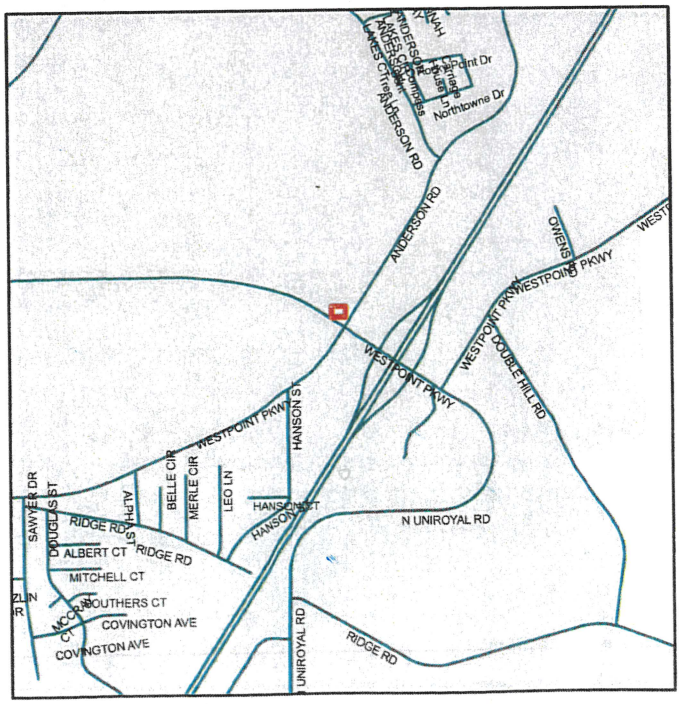
Opelika Power Services

Opelika Power Services does not have Electrical Utilities within the above-mentioned right-of-way.

Attachment: staff reports paek (3420 : Public Hearing, Vacate ROW, 0.56 acres, Portion of Anderson Rd & Sportsplex Parkway, Inwoo Paek)

PETITION TO VACATE RIGHT-OF-WAY FOR PAEK INWOO NORTHWEST PORTION SPORTSPLEX PARKWAY VACATION OF ROW, #1





Paek Inwoo, pettioner & adjacent property owner, is requesting to vacate a northwest portion of Sportsplex Parkway.

Subject Property

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Attachment: staff reports paek (3420 : Public Hearing, Vacate ROW, 0.56 acres, Portion of Anderson Rd & Sportsplex Parkway, Inwoo Paek)

NOTICE OF PUBLIC HEARING
OPELIKA CITY COUNCIL
May 7, 2019 7:00 P.M.

NOTICE IS HEREBY GIVEN in accordance with §23-4-2, *Code of Alabama*, 1975, that the City Council of the City of Opelika will conduct a Public Hearing during the regularly scheduled City Council meeting on Tuesday, May 7, 2019, beginning at 7:00 p.m. in the Opelika City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama, to receive the benefit of public input concerning a proposal to vacate a portion of the northwesterly right-of-way of Anderson Road and a portion of the northwesterly right-of-way of Sportsplex Parkway. All persons interested in the proposed vacation are invited to appear at the public hearing and express their views. Written statements or objections may be submitted to the City Clerk prior to the time of the hearing.

The portions of the rights-of-way of Anderson Road and Sportsplex Parkway proposed to be vacated are more particularly described as follows:

> A tract or parcel of land containing 0.56 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N81°16'14"E 5991.60 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-way-limit N32°54'33"E 104.55 feet; thence continue along said old highway right-way-limit S57°23'58"E 112.20 feet; thence continue along said old highway right-way-limit N77°36'02"E 141.42 feet to a point on the northwest right-of-way limit of Anderson Road; thence along said northwest right-of-way limit S33°55'21"W 136.02 feet to the northeast right-of-way limit of Sportsplex Road; thence along said northeast right-of-way limit S79°09'19"W 101.25 feet; thence continue along said northeast right-of-way limit N56°57'26"W 136.12 feet to the point of beginning.

A copy of the Petition to Vacate and the proposed resolution approving the vacation will be available upon request at the office of the City Clerk, 2nd Floor of City Hall, 204 South 7th Street, Opelika, Alabama.

Attachment: notice of public hearing paek (3420 : Public Hearing, Vacate ROW, 0.56 acres, Portion of Anderson Rd & Sportsplex Parkway,

Please contact Lisa McLeod, the City's ADA Coordinator, at 334-705-5131 at least two (2) working days prior to the meeting if you require special accommodations due to a disability.

DATED this the _____ day of _____, 2019.

_____
ROBERT G. SHUMAN, CITY CLERK

TO: PUBLISHER
{Name of Newspaper}
{Address}
Opelika, Alabama 36801

Please publish the foregoing Notice once a week for four (4) consecutive weeks in the [Name of Newspaper].

_____
ROBERT G. SHUMAN, CITY CLERK

RESOLUTION NO. (ID # 3432)

Expense reports from various departments.

RESOLUTION NO. _____

BE IT RESOLVED, by the City Council of the City of Opelika, Alabama, as follows:

) That the following employee(s) were required by the City of Opelika to travel on City business and/or attend a training session, meeting or conference.

Employee	Department	$ Amount
Denise Rogers	Probation	110.08
James Bush	IT	110.08
Tara Young	IT	110.20
Derek Lee	OPS	404.35
John Sweatman	ED	618.69
Guy Gunter	Legal	701.72

) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official.

3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.

4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check(s) can be prepared covering the attached expense report(s).

5) That the City Treasurer is authorized to sign said check(s) so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED this the _____ day of _____, 2019.

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - City Treasurer

EXPENSE REPORT

NAME Name Denise Rogers

DEPARTMENT Department 2350/Probation

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												
MON												
TUE												
WED												
THU												
FRI												
SAT												$110.08
WEEKLY CATEGORY TOTALS $												~~$103.44~~

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED, COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR $ ALLOCATED TO BUSINESS

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

APPA Winter Summit Training in Miami, Florida

March 6-14

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE ☑ MAIL: TO Snail Mail to Probation

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
3/6/19	From LOS Ave A to	
	Hartsfield-Jackson Airport	
3/14/19		
	189.8 X .545 = .58	~~$103.44~~
		110.08

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
	Approved	
	Pending Verified	
	Inv. Price Rlb Mbr	
	Ok To Pay	
	A/C # V-	

SIGNATURE

Attachment: CM 5-07-19, Expense reports (2) (3432 : Expense reports from various departments.)

EXPENSE REPORT

NAME Name James Bush

DEPARTMENT IT

PERIOD ENDING 4/12/2019

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN 4/7												0.00
MON 4/8												0.00
TUE 4/9												0.00
WED 4/10	Dallas/ATL					55.04						55.04
THU												0.00
FRI												0.00
SAT 4/6	ATL/Dallas					55.04						55.04
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	110.08	0.00	0.00	0.00	0.00	0.00	110.08

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR $ ALLOCATED TO BUSINESS

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
Tyler Conference 2019

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE ☑ MAIL TO

SIGNATURE

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
4/6,4/10	Gas to/from ATL 94.9 @ .58 x2	110.08

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Attachment: CM 5-07-19, Expense reports (2) (3432 : Expense reports from various departments.)

EXPENSE REPORT

NAME Tara Young **DEPARTMENT** Information Technology **PERIOD ENDING** Apr-19

ITEMIZE ALL REIMBURSABLE EXPENSES IN APPROPRIATE BLANKS - ITEMIZE ANY NON-REIMBURSABLE EXPENSES ON REVERSE OF LAST COPY.

DATE	DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR, RAIL, ETC	TRANSPORTATION: RENTAL CAR, LIMO, ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
	SUN	Atlanta, GA					$ 55.10						$ 55.10
	MON												$ -
	TUE												$ -
	WED	Atlanta, GA					$ 55.10						$ 55.10
	THU												$ -
	FRI												$ -
	SAT												$ -
WEEKLY CATEGORY TOTALS $			$ -	$ -	$ -	$ -	$ 110.20	$ -	$ -	$ -	$ -	$ -	$ 110.20

WEEKLY TOTAL OF EXPENSES ↑

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	ALLOCATED TO BUSINESS

NUMBER OR DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT

MAIL TO:

Tara Young- IT

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
7-Apr	95 miles x .58	$ 55.10
10-Apr	95 miles x .58	$ 55.10

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Attachment: CM 5-07-19, Expense reports (2) (3432 : Expense reports from various departments.)

EXPENSE REPORT

NAME Derek S. Lee

DEPARTMENT OPS

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU	Point Clear, Alabama	404.35										404.35
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS $		404.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	404.35

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED, COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR $ ALLOCATED TO BUSINESS

NUMBER OF DAYS AWAY FROM HOME: 2 Day

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS: 0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS: 0%

NATURE OR PURPOSE OF TRAVEL: AMEA Conference

METHOD OF REIMBURSEMENT
- ☐ DEDUCT FROM MY ADVANCE
- ☑ MAIL TO

Send Check to Derek S. Lee @ OPS

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

Attachment: CM 5-07-19, Expense reports (2) (3432 : Expense reports from various departments.)

EXPENSE REPORT

NAME
Name John Sweatman

DEPARTMENT
Department Econ Dev

PERIOD ENDING
4/2/2019

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
2/19/2019	AMEA - Montgomery					78.88						78.88
3/26/2019	Montgomery					88.74						88.74
3/31/2019	Sandston, VA				19.90							19.90
4/2/2019	Sandston, VA				18.79							18.79
3/7 - 3/8	B'Ham					158.34						158.34
1/27-1-30	Montgomery - Bham - Montgomery					180.38						180.38
1/10/19	Montgomery Govt Summit					73.66						73.66
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	38.69	580.50	0.00	0.00	0.00	0.00	0.00	618.69

WEEKLY TOTAL EXPENSES 618.69

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR $ ALLOCATED TO BUSINESS
					100%
					100%
					100%
					100%
					100%
					100%
					100%

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS 0 Days
% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS 0%
NATURE OR PURPOSE OF TRAVEL
ED personal vehicle mileage - see attached log

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE ☑ MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
	see attached mileage log	618.69
	1000 miles @ .58 =	

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

Attachment: CM 5-07-19, Expense reports (2) (3432 : Expense reports from various departments.)

EXPENSE REPORT

NAME Name Guy F. Gunter, III

DEPARTMENT Department Legal

PERIOD ENDING 4/13/2019

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU 4/11	Spring Law Conference Florence, AL	176.49				147.90				22.48		346.87
FRI 4/12	Spring Law Conference Florence, AL	176.49								40.90		217.39
SAT 4/13	Spring Law Conference Florence, AL					137.46						137.46
WEEKLY CATEGORY TOTALS $		352.98	0.00	0.00	0.00	285.36	0.00	0.00	0.00	63.38	0.00	701.72

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED, COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR $ ALLOCATED TO BUSINESS

NUMBER OF DAYS AWAY FROM HOME: 3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS: 0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS: 0%

NATURE OR PURPOSE OF TRAVEL: Attend 2019 Spring Municipal Law Conference in Florence, Alabama, sponsored by the Alabama League of Municipalities

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE
☑ MAIL: TO

Guy F. Gunter, III
City Attorney
Opelika, AL 36801

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
4/11	255 x .58	147.90
4/13	237 x .58	137.46

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Ok To Pay

Attachment: CM 5-07-19, Expense reports (2) (3432 : Expense reports from various departments.)

RESOLUTION NO. (ID # 3429)

Designate City Personal Property Surplus & Authorize Disposal

RESOLUTION NO. _____

WHEREAS, the City of Opelika, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the Municipal Governing body to dispose of unneeded personal property;

NOW, THEREFORE, BE IT RESOLVED by the City of Opelika, Alabama as follows:

SECTION 1. That the following personal property owned by the City of Opelika, Alabama, is no longer needed for public or municipal purposes:

No.	Qty.	Unit	Item Description	Fixed Asset#
1.	1	Lot	Bleachers	N/A
2.	1	Ea.	2013 Chevrolet Tahoe 1GNLC2E09DR262889	87002825

SECTION 2. That the Mayor is hereby authorized and directed to dispose of the personal property owned by the City of Opelika, Alabama, described in Section 1 above. If any such property has marketable value, the Mayor shall receive bids or quotations for such property and shall sell the same to the highest bidder. If the property has no marketable value, the Mayor may dispose of such property in the most economical and feasible manner available to him.

APPROVED AND ADOPTED this the _____ day of _____, 2019.

_____

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. (ID # 3431)

Purchase - (624) Toter 96 Gal EVR II Carts - Sourcewell Contract - OES

RESOLUTION NO. _____

WHEREAS, Opelika Environmental Services desires to purchase six hundred twenty-four (624) Toter 96 Gallon EVR II Universal/Nestable Carts utilizing the Sourcewell Contract; and

WHEREAS, Wastequip is the Contract Vendor for the six hundred twenty-four (624) Toter 96 Gallon EVR II Universal/Nestable Carts; and

WHEREAS, budgeted funds will come from Small Tools and Minor Equipment;

NOW, THEREFORE, BE IT RESOLVED by the City of Opelika, Alabama as follows:

1. That the purchase be awarded to Wastequip utilizing the Sourcewell Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Wastequip in the amount of $32,068.01.

3. The Controller is authorized to adjust the budget as necessary for this purchase.

4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2019.

_____

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - Treasurer

841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10114654

Contract # 041217-WQI

Sell To:

Contact Name	David Turner	Ship To Name	City of Opelika
Bill To Name	City of Opelika	Ship To	700 Fox Trl Opelika, AL 36801 USA
Bill To	700 Fox Trl Opelika, AL 36801 USA	Customer Job Reference	NJPA Contract No. 060612-WQI
Email	dturner@opelika-al.gov		
Phone	(334) 705-5156		

Quote Information

Salesperson	Pascual Ramos	Created Date	4/29/2019
Salesperson Email	pramos@wastequip.com	Expiration Date	5/29/2019
Salesperson Phone	(629) 702-0074	Quote Number	WQ-10114654 Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (968) Greenstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	Body: S5904	624.00	$48.50	$30,264.00

Payment Terms	Net 30 Days	Subtotal	$30,264.00
Shipping Terms	FOB Origin	Shipping	$1,804.01
		Tax	$0.00
		Grand Total	$32,068.01

841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10114654

Contract # 041217-WQI

Additional Information

Additional Terms	Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.
Additional Information	Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.
Special Contract Information	Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#041217, eff. 7/7/17), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Attachment: 5-7-19 - (624) TOTER 96 GAL EVR II CARTS - SOURCEWELL CONTR - CNCL PKT (3431 : Purchase - (624) Toter 96 Gal EVR II Carts

Sourcewell

Sourcewell Formerly NJPA Awarded Contract

Wastequip

Waste & Recycling Equipment & Containers

#041217-WQI

Maturity Date: 07/07/2021

Products & Services

Sourcewell contract 041217-WQI gives access to the following types of goods and services:

- Galbreath® Cable Hoists
- Galbreath® Hook Hoists
- Galbreath® Trailers & Container Handlers
- Pioneer® & Mountain Tarp® tarping systems
- Wastequip® containers, dumpsters & roll-offs
- Wastequip® compactors & balers
- Toter® Pro & Toter® Residential carts

Additional information can be found on the vendor-provided, nongovernment website at: www.wastequip.com

Attachment: 5-7-19 - (624) TOTER 96 GAL EVR II CARTS - SOURCEWELL CONTR - CNCL PKT (3431 : Purchase - (624) Toter 96 Gal EVR II Carts

RESOLUTION NO. (ID # 3430)

Purchase - FireEye Email Security System - State Contract - IT

RESOLUTION NO. _____

WHEREAS, the Information Technology Department desires to purchase a FireEye Email Security System for the City of Opelika utilizing State Contract #MA 999 17000000186; and

WHEREAS, CDW Government, Inc. is the State Contract Vendor for the FireEye Email Security System; and

WHEREAS, funds are budgeted from Capital Outlay;

NOW, THEREFORE, BE IT RESOLVED by the City of Opelika, Alabama as follows:

1. That the purchase be awarded to CDW Government, Inc. utilizing the State Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to CDW Government, Inc. in the total amount of $52,383.89.

3. The Controller is authorized to adjust the budget as necessary for this purchase.

4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2019.

_____

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - Treasurer

QUOTE CONFIRMATION

PEOPLE WHO GET IT

DEAR STEPHEN DAWE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KNMN890	4/9/2019	QUO-2094814-L9P2K7 - REVISION:	936449	$52,383.89

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
FIREEYE EMAIL SEC ENT CLD Mfg. Part#: EM-E-CA-2W-PTM-499-3Y Electronic distribution - NO MEDIA Contract: MARKET	400	5112981	$91.20	$36,480.00
FIREEYE EMAIL THREAT PREVENT CLD Mfg. Part#: EM-CA-3Y Electronic distribution - NO MEDIA Contract: Alabama NVP Software ADSPO 16-130652 (MA 999 17000000186)	400	5112982	$0.00	$0.00
FIREEYE HELIX CONSOLE 3Y Mfg. Part#: HELIX-CONSOLE-3Y Electronic distribution - NO MEDIA Contract: Alabama NVP Software ADSPO 16-130652 (MA 999 17000000186)	1	5035266	$0.00	$0.00
FIREEYE CMS CLOUD 1YR Mfg. Part#: CMS-CLOUD-3Y Electronic distribution - NO MEDIA Contract: Alabama NVP Software ADSPO 16-130652 (MA 999 17000000186)	1	5167763	$0.00	$0.00
FIREEYE 5 DAYS OF SVCS W/INSTALL Mfg. Part#: CS-FE-JSADV Electronic distribution - NO MEDIA Contract: MARKET	1	4283794	$15,903.89	$15,903.89

PURCHASER BILLING INFO

Billing Address:
CITY OF OPELIKA
ACCOUNTS PAYABLE
PO BOX 390
OPELIKA, AL 36803-0390
Phone: (334) 705-5120
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF OPELIKA
STEPHEN DAWE
204 S 7TH ST
OPELIKA, AL 36801
Shipping Method: ELECTRONIC DISTRIBUTION

SUBTOTAL	$52,383.89
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$52,383.89

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Attachment: 5-7-19 - FIREEYE EMAIL SECURITY SYSTEM - STATE CONTR #MA 999 17000000186 - CNCL PKT (3430 : Purchase - FireEye Email

Need Assistance? CDW•G SALES CONTACT INFORMATION

Griffin Curcio | (877) 635-6656 | grifcur@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Attachment: 5-7-19 - FIREEYE EMAIL SECURITY SYSTEM - STATE CONTR #MA 999 17000000186 - CNCL PKT (3430 : Purchase - FireEye Email

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 17000000186

Begin Date: 07/27/2017
Expiration Date: 04/08/2020
Solicitation Number:
Award Date:
Modification Date: 03/21/19

NOT TO EXCEED AMOUNT:

Procurement Folder: 389954
Procurement Type: Master Agreement
Replaces Award Document:
Replaced by Award Document:
Version Number: 4

CONTACT INFORMATION

REQUESTOR:
Jennifer Loretz
334-242-7370
jennifer.loretz@purchasing.alabama.gov

ISSUER:
Jennifer Loretz
334-242-7370
jennifer.loretz@purchasing.alabama.gov

BUYER:
Jennifer Loretz
334-242-7370
jennifer.loretz@purchasing.alabama.gov

CONTRACT DESCRIPTION

Software, Valued Added Reseller for COT Software & Services

Ship To:

Bill To:

REASON FOR MODIFICATION

Contract Renewed

VENDOR INFORMATION

Name /Address:

VC000004220: CDW GOVERNMENT INC

75 REMITTANCE DR, SUITE 1515

CHICAGO IL 60675-1515

Contact:

Brittany Logan
877-742-3146
britlog@cdwg.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		$0.000000	$0.00			$0.00	$0.00

20800 - COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLO
CDW Contract No. ADSP016-130652
Software, Valued Added Reseller for Commercial off the Shelf Software (COTS) and related services.

Pricing will be presented as a cost plus markup/down. See page 6 and 7 of this Master Agreement for a complete list of Software.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

Attachment: 5-7-19 - FIREEYE EMAIL SECURITY SYSTEM - STATE CONTR #MA 999 17000000186 - CNCL PKT (3430 : Purchase - FireEye Email

RESOLUTION NO. (ID # 3434)

Purchase - One (1) 2019 Sewer Vacuum Truck - Sourcewell Contract - PW

RESOLUTION NO. _____

WHEREAS, the Public Works Department desires to purchase one (1) Sewer Vacuum Truck with a 2019 Freightliner 114SD and a 2019 Vactor 2115i PD utilizing the Sourcewell Contract; and

WHEREAS, Sansom Equipment Co. is the Contract Vendor for the one (1) Sewer Vacuum Truck with a 2019 Freightliner 114SD and a 2019 Vactor 2115i PD; and

WHEREAS, budgeted funds will come from the Public Works Sewer Fund;

NOW, THEREFORE, BE IT RESOLVED by the City of Opelika, Alabama as follows:

1. That the purchase be awarded to Sansom Equipment Co. utilizing the Sourcewell Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Sansom Equipment Co. in the amount of $389,994.00.

3. The Controller is authorized to adjust the budget as necessary for this purchase.

4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2019.

_____

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - Treasurer

SOURCEWELL CONTRACT # 122017-FSC

Quote

Date 5/1/2019
Quote # 201902744

Sales Rep: Jeff Bodiford
Cell: (251) 298-9398
Email jeffb@secequip.com

City of Opelika

Sourcewell Member ID # 93637

TO:
Michael Hilyer
700 Fox Trail
Opelika, Alabama, 36801
(334) 705-5413

Quote Status	Shipping Terms	Delivery in Days	Payment Terms
Sourcewell Quote	Freight Included	30 Days	Due on receipt

QTY	DESCRIPTION
1	2019 Freightliner 114SD Chassis
1	2019 Vactor 2115i PD Plus
1	Discount per Sourcewell Contract # 122017-FSC
1	Conquest additional discount

TOTAL	$389,994.00

Does Not include any federal, state, or local taxes.

Sourcewell
Formerly NJPA
Awarded Contract

Attachment: 5-7-19 - (1) 2019 SEWER VACUUM TRUCK - SOURCEWELL CONTR - CNCL PKT (3434 : Purchase - One (1) 2019 Sewer Vacuum

Sourcewell

Sourcewell Formerly NJPA Awarded Contract

Vactor

Public Utility Equipment

#122017-FSC

Maturity Date: 02/20/2022

Contact Us Products & Services

Products & Services

Sourcewell contract 122017-FSC gives access to the following types of goods and services:

- Catch Basin Cleaners
- Combination Sewer Cleaners
- Water Jetters
- Vacuum Excavation
- Vacuum Excavators
- Hydro Excavation

Attachment: 5-7-19 - (1) 2019 SEWER VACUUM TRUCK - SOURCEWELL CONTR - CNCL PKT (3434 : Purchase - One (1) 2019 Sewer Vacuum

ENVIRONMENTAL PRODUCTS GROUP

FEDERAL SIGNAL CORPORATION

May 2, 2019

City of Opelika, AL
Mike Hilyer

Dear Mr. Hilyer,

Thank you and everyone involved within the City for the interest in our Vactor Combination Sewer Trucks. Sansom Equipment Company is your sourcewell contract provider for Vactor Sewer Trucks in the State of Alabama. Sansom Equipment Company is the only factory authorized sales and service center for Vactor products, parts and service in the state.

This statement is submitted on behalf of Federal Signal Corporation, Vactor Manufacturing and Sansom Equipment Company, Inc. If you have any questions or concerns regarding this matter, please do not hesitate to call me.

Sincerely,

Bob Sangalli
Regional Sales Manager
Vactor Manufacturing
(847) 778-8135
bsangalli@fsepg.com

VACTOR®

ELGIN

1621 South Illinois Street Streator, Illinois 61364 (815) 672-3171 Phone (815) 672-2779 Fax

Attachment: 5-7-19 - (1) 2019 SEWER VACUUM TRUCK - SOURCEWELL CONTR - CNCL PKT (3434 : Purchase - One (1) 2019 Sewer Vacuum

RESOLUTION NO. (ID # 3410)

Refund Request-Fuller, Occupational License Fees.

Resolution No. _____

BE IT RESOLVED by the City Council of the City of Opelika, Alabama, a municipal corporation, as follows:

1) That Lillie Finley, Purchasing- Revenue Manager, has investigated and confirmed that said refund request is valid and recommends approval.

2) That the Purchasing-Revenue Manager is hereby authorized to prepare and process the appropriate documents so a refund check in the amount of $566.76 can be printed payable to Christina M. Fuller, 3208 Milan Dr, Montgomery, AL 36109 for the refund of occupational license fees withheld in error.

3) That the City Clerk is hereby authorized to sign, and mail said check to the address as detailed in number 2 above.

4) That a copy of the Purchasing-Revenue Manager's recommendation is hereto attached as Exhibit "A".

APPROVED and ADOPTED this the _____ day of May 2019.

_____

C.E. "Eddie" Smith, Jr.

President of the City Council of the

City of Opelika, Alabama

ATTEST:

_____

ROBERT G. SHUMAN, CMC

CITY CLERK/TREASURER

RESOLUTION NO. (ID # 3409)

Refund Request-Walker, Occupational License Fees.

Resolution No. _____

BE IT RESOLVED by the City Council of the City of Opelika, Alabama, a municipal corporation, as follows:

1) That Lillie Finley, Purchasing- Revenue Manager, has investigated and confirmed that said refund request is valid and recommends approval.

2) That the Purchasing-Revenue Manager is hereby authorized to prepare and process the appropriate documents so a refund check in the amount of $608.20 can be printed payable to Glenn T. Walker, 1369 County Rd 148, New Brockton, AL 36351 for the refund of occupational license fees withheld in error.

3) That the City Clerk is hereby authorized to sign, and mail said check to the address as detailed in number 2 above.

4) That a copy of the Purchasing-Revenue Manager's recommendation is hereto attached as Exhibit "A".

APPROVED and ADOPTED this the _____ day of May 2019.

_____

C.E. "Eddie" Smith, Jr.

President of the City Council of the

City of Opelika, Alabama

ATTEST:

_____

ROBERT G. SHUMAN, CMC

CITY CLERK/TREASURER

RESOLUTION NO. (ID # 3428)

Refund Request-TPE, Business License Fees

Resolution No. _____

BE IT RESOLVED by the City Council of the City of Opelika, Alabama, a municipal corporation, as follows:

1) That Lillie Finley, Purchasing- Revenue Manager, has investigated and confirmed that said refund request is valid and recommends approval.

2) That the Purchasing-Revenue Manager is hereby authorized to prepare and process the appropriate documents so a refund check in the amount of $1006.97 can be printed payable to Tallassee Power & Equipment, 89037 Tallassee Hwy, Tallassee, AL 36078 for the refund of business license fees due to relocation of business.

3) That the City Clerk is hereby authorized to sign, and mail said check to the address as detailed in number 2 above.

4) That a copy of the Purchasing-Revenue Manager's recommendation is hereto attached as Exhibit "A".

APPROVED and ADOPTED this the _____ day of May 2019.

_____

C.E. "Eddie" Smith, Jr.

President of the City Council of the

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. (ID # 3422)

Vacate ROW, Portion of West Point Pkwy & Sportsplex Parkway, 0.18 acres - Awesome LLC

RESOLUTION NO. _____

RESOLUTION APPROVING THE VACATION OF A PORTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 29 LOCATED AT THE CORNER OF WEST POINT PARKWAY AND SPORTSPLEX PARKWAY

WHEREAS, Awesome, LLC, an Alabama limited liability company, is the owner of the property described in that warranty deed dated October 29, 2017, a copy of which is recorded in Deed Book 2525 at Page 145 in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Awesome, LLC is the owner of all of the property abutting along a portion of the southwesterly right-of-way of West Point Parkway (formerly U.S. Highway 29); and

WHEREAS, a Petition to vacate a portion of the westerly right-of-way of West Point Parkway (formerly U.S. Highway 29) located at the corner of West Point Parkway and Sportsplex Parkway, duly executed by Awesome, LLC, as the abutting property owner, has been presented to the City Council (the "City Council") of the City of Opelika, Alabama (the "City"), a municipal corporation, for the assent and approval of the governing body, said Petition with map attached being hereto affixed, marked Exhibit "A" and made a part hereof; and

WHEREAS, the Petition is filed in accordance with the provisions of §23-4-20, *Code of Alabama*, 1975, which provides that any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated; and

WHEREAS, the portion of the right-of-way of West Point Parkway (formerly U.S. Highway 29) to be vacated are more particularly described as follows:

> A tract or parcel of land containing 0.18 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23’32”E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence leaving said right-of-way limit N33°02'34”E 74.48 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57’26”E 23.15 feet; thence continue along said southwest right-of-way limit S13°11’19”E 79.37 feet to the northwest right-of-way limit of West Point Parkway; thence along said northwest right-of-way limit S33°00’10”W 100.00 feet to point on old highway right-of-way limit; thence along said old highway right-of-way limit N11°59’50”W 113.81 feet to the point of beginning.
>
> Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit “B”.

WHEREAS, the Petition states that no property owners will be deprived of any right they may have to convenient and reasonable means of ingress and egress to and from their property as a result of the requested vacation; and

WHEREAS, the remaining portion of the right-of-way of West Point Parkway (formerly U.S. Highway 29) will remain public rights-of-way; and

WHEREAS, a public hearing was conducted by the City Council on the 7th day of May, 2019, at which all persons were given the opportunity to be heard in favor of or in opposition to the proposed right-of-way vacation; and

WHEREAS, public notice of the public hearing was provided in accordance with §23-4-2, *Code of Alabama,* 1975; and

WHEREAS, the City Council has determined that it is in the best interest of the City to vacate the portion of the right-of-way of West Point Parkway (formerly U.S. Highway 29) as described in the attached Petition and the right-of-way of said street should be conveyed to Awesome, LLC as requested by the Petitioner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika that the vacation of the above-described portions of the rights-of-way of Anderson Road and U.S. Highway 29 is assented to and approved and the same is hereby vacated pursuant to the provisions of Section 23-4-20, et.seq. of the *Code of Alabama,* and also pursuant to said *Code* in §35-2-54.

BE IT FURTHER RESOLVED that the City of Opelika, Alabama, a municipal corporation, remise, release and quitclaim unto Awesome, LLC, whatever right, title and interest the said City of Opelika, Alabama, may have acquired in and to the above described portion of the right-of-way of West Point Parkway (formerly U.S. Highway 29) by virtue of the dedication or vacation of said roadway or otherwise.

BE IT FURTHER RESOLVED that Gary Fuller, the Mayor of the City of Opelika, Alabama, a municipal corporation, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to execute a quitclaim deed to Awesome, LLC, for the purpose of carrying out the intent and intention of this Resolution and that Robert G. Shuman, City Clerk, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to attest the same.

BE IT FURTHER RESOLVED that the City Clerk will cause a copy of this Resolution to be filed in the Probate Office of Lee County, Alabama, and shall further cause a copy of this Resolution to be published once in a newspaper of general circulation in Lee County, Alabama, no less than fourteen (14) days after its adoption.

ADOPTED AND APPROVED this the ____ day of _____, 2019.

_____

PRESIDENT OF THE CITY COUNCIL OF
THE CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

PETITION TO VACATE A PORTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF WEST POINT PARKWAY LOCATED AT THE CORNER OF WEST POINT PARKWAY AND SPORTSPLEX PARKWAY

STATE OF ALABAMA
COUNTY OF LEE

TO THE HONORABLE MEMBERS OF THE CITY COUNCIL OF THE CITY OF OPELIKA

COMES NOW AWESOME, LLC, an Alabama limited liability company (hereinafter referred to as the "Petitioner") and represents as follows:

1. The Petitioner is the owner of all of the property abutting upon a portion of the southwesterly right-of-way of West Point Parkway, and it does, by this written instrument, hereby vacate said portion of the right-of-way of West Point Parkway (formerly U.S. Highway 29) located at the corner of West Point Parkway and Sportsplex Parkway, being more particularly described as follows, to wit:

> A tract or parcel of land containing 0.18 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence leaving said right-of-way limit N33°02'34"E 74.48 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57'26"E 23.15 feet; thence continue along said southwest right-of-way limit S13°11'19"E 79.37 feet to the northwest right-of-way limit of West Point Parkway; thence along said northwest right-of-way limit S33°00'10"W 100.00 feet to point on old highway right-of-way limit; thence along said old highway right-of-way limit N11°59'50"W 113.81 feet to the point of beginning.
>
> Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

2. The Petitioner hereby represents and declares that it is the sole owner of the property abutting upon the portion of the right-of-way of to be vacated. It is not the intention of the

Attachment: Awesome llc petition (3422 : Vacate ROW, 0.18 acres, Portion of West Point Pkwy & Sportsplex Parkway, Awesome LLC)

Petitioner to vacate any other portion of West Point Parkway (formerly U.S. Highway 29), except as described in Section 1 above.

3. The Petitioner hereby certifies that convenient and reasonable means of ingress and egress is afforded to all other property owners owning property in the area.

4. The Petitioner certifies that West Point Parkway (formerly U.S. Highway 29) will remain a public right-of-way.

5. The Petitioner desires to vacate the above-described portion of West Point Parkway (formerly U.S. Highway 29) so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

6. The Petitioner agrees that the property within the vacated rights-of-way, as described in Section 1 above, shall constitute the property of Awesome, LLC.

7. This declaration of vacation is executed by the Petitioner in accordance with the provisions of §35-2-47, *Code of Alabama,* 1975, and also pursuant to said Code in §23-4-20.

NOW, THEREFORE, in consideration of the premises, the Petitioner hereby requests that Your Honors assent to, approve, ratify and confirm, the vacation of the above-described portion of the right-of-way of West Point Parkway (formerly U.S. Highway 29), the annulment of any dedication thereof, and the divestment of all public rights therein, and that the City of Opelika, through its duly elected officials, adopt such appropriate Resolution and authorize the execution of such appropriate instruments as may be meet and proper to effect the vacation of said portion of the right-of-way of West Point Parkway (formerly U.S. Highway 29) in order to divest the public of all rights to use the same and convey to the Petitioner whatever right, title and interest which the City has or may have in and to the above described portion of said right-of-way.

IN WITNESS WHEREOF, the Petitioner has hereunto set its hand and seal on this the 20th day of March, 2019.

AWESOME, LLC
An Alabama Limited Liability Company

By: Jayesh Patel
JAYESH PATEL
Title: MEMBER

By: BPatel
TEJAS B. PATEL
Title: MEMBER

Wanda Harris 2/9/2022

STATE OF Alabama
COUNTY OF Lee

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that JAYESH PATEL, whose name is signed to the foregoing instrument as Member of Awesome, LLC, who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, in such capacity and as Member of Awesome, LLC, and with full authority, executed the same voluntarily as said Member of Awesome, LLC, on the day the same bears date on behalf of said company.

GIVEN under my hand and official seal of office this the 15 day of March, 2019.

FARIDAH A KARIOKI
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires July 15, 2021
ID# 2455265

NOTARY PUBLIC
MY COMMISSION EXPIRES: 07/15/21
Faridah Karioki

Attachment: Awesome llc petition (3422 : Vacate ROW, 0.18 acres, Portion of West Point Pkwy & Sportsplex Parkway, Awesome LLC)

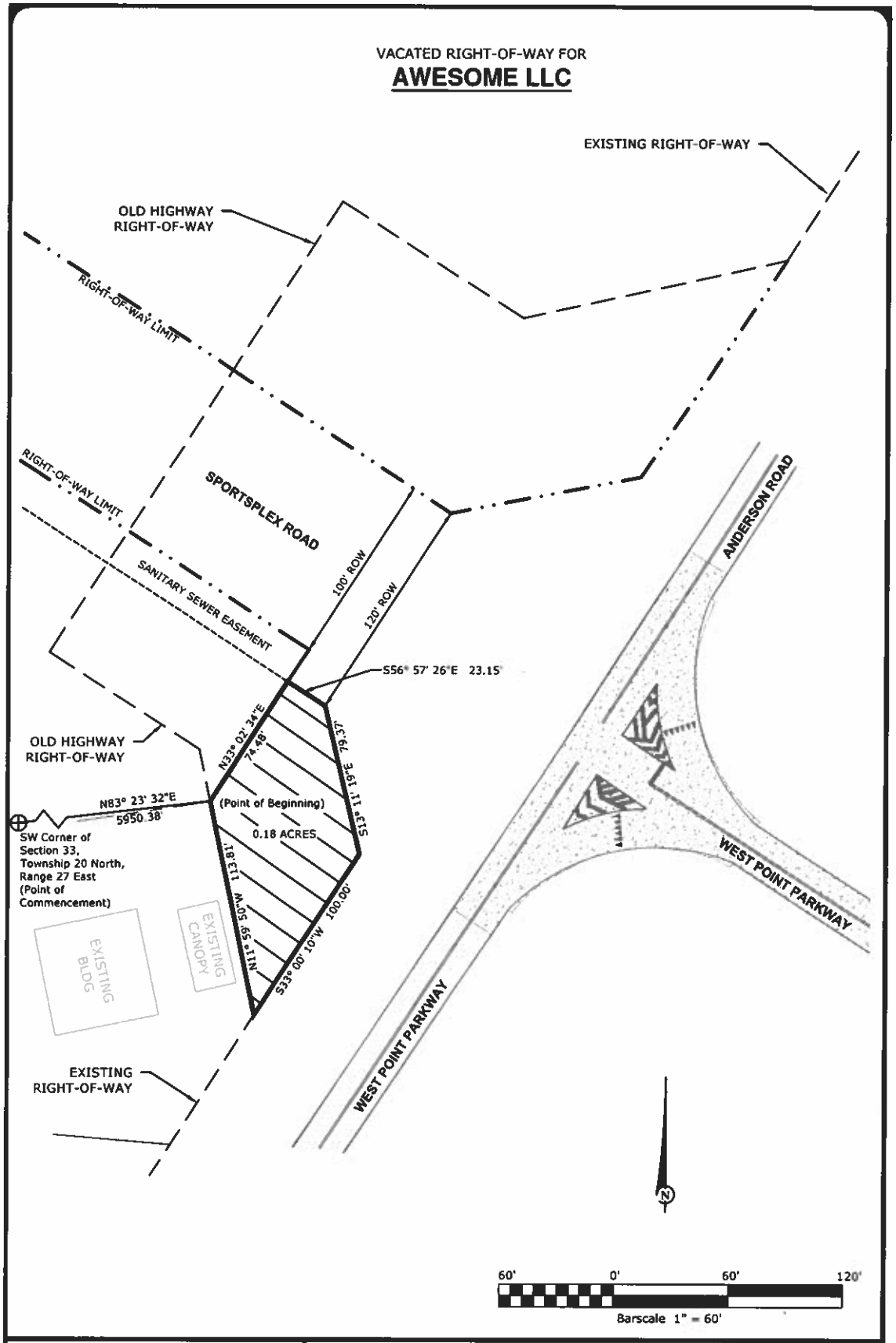
STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that TEJAS B. PATEL, whose name is signed to the foregoing instrument as Member of Awesome, LLC, who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, in such capacity and as Member of Awesome, LLC, and with full authority, executed the same voluntarily as said Member of Awesome, LLC, on the day the same bears date on behalf of said company.

GIVEN under my hand and official seal of office this the 20th day of March, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/9/22

Attachment: Awesome llc petition (3422 : Vacate ROW, 0.18 acres, Portion of West Point Pkwy & Sportsplex Parkway, Awesome LLC)



SKETCH

THIS DRAWING IS FOR INFORMATION PURPOSES ONLY. THIS IS NOT A SURVEY.

VACATED RIGHT-OF-WAY
CITY OF OPELIKA, ALABAMA
SPORTSPLEX ROAD EXTENSION
LOCATED IN SECTION 34, TOWNSHIP 20 NORTH, RANGE 27 EAST

BARRETT-SIMPSON, INC.
Engineers & Land Surveyors
706 12th STREET, PHENIX CITY, AL 36868 (PH 334-297-2423, FAX 334-297-2441)
121 W. BROAD STREET, EUFAULA, AL 36027 (PH 334-687-4257 FAX 334-687-8820)
223 SOUTH 9th STREET, OPELIKA, AL 36801 (PH 334-745-7026 FAX 334-745-4367)

Field Date:	N/A
Field By:	N/A
Draw Date:	01/30/19
Drawn By:	JSH
Reviewed By:	JSH
Scale:	1" = 60'
Revised:	
Revised:	
Project Number:	16-0120

GRANTEE'S ADDRESS:
Awesome, LLC
1501 Seaton Circle
Montgomery, AL 36117

NO TITLE OPINION RENDERED

STATE OF ALABAMA)
: QUITCLAIM DEED
COUNTY OF LEE)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations to the undersigned Grantor, City of Opelika, Alabama, in hand paid by Awesome, LLC, (the "Grantee"), the receipt whereof is hereby acknowledged, the undersigned City of Opelika, Alabama, a municipal corporation (hereinafter called "Grantor"), does hereby remise, release, quitclaim, and convey unto Awesome, LLC, an Alabama limited liability company, all of its right, title, claim and interest in and to the following described real property situated in Opelika, Lee County, Alabama, to-wit:

> A tract or parcel of land containing 0.18 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence leaving said right-of-way limit N33°02'34"E 74.48 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57'26"E 23.15 feet; thence continue along said southwest right-of-way limit S13°11'19"E 79.37 feet to the northwest right-of-way limit of West Point Parkway; thence along said northwest right-of-way limit S33°00'10"W 100.00 feet to point on old highway right-of-way limit; thence along said old highway right-of-way limit N11°59'50"W 113.81 feet to the point of beginning.
>
> Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

Attachment: QUIT CLAIM DEED - Vacate Portion of Sportsplex Pkwy & West Point Pkwy, Awesome LLC (3422 : Vacate ROW, 0.18 acres,

IN WITNESS WHEREOF, the City of Opelika, Alabama, a municipal corporation, has caused this instrument to be executed by Gary Fuller, its Mayor, and its seal to be affixed by Robert G. Shuman, its City Clerk, both of whom are hereunto authorized pursuant to Resolution No. ____-19 of the City Council of the City of Opelika, Alabama, a copy of which is attached hereto, marked Exhibit "B" on this the ___ day of _____, 2019.

CITY OF OPELIKA, ALABAMA

BY:_____
GARY FULLER, MAYOR

ATTEST:

_____
ROBERT G. SHUMAN
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Gary Fuller and Robert G. Shuman, whose names as Mayor and City Clerk, respectively of the City of Opelika, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance they, as such officers and with full authority, executed the same voluntarily as the act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____day of _____, 2019.

(SEAL)

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:

Attachment: QUIT CLAIM DEED - Vacate Portion of Sportsplex Pkwy & West Point Pkwy, Awesome LLC (3422 : Vacate ROW, 0.18 acres,

THIS INSTRUMENT WAS PREPARED BY:
GUY F. GUNTER, III
CITY ATTORNEY
CITY OF OPELIKA
608 Avenue A
P.O. BOX 390
OPELIKA, AL 36801
334-705-2074
334-705-5515 - FAX

RESOLUTION NO. (ID # 3424)

Vacate ROW, Portion of Sportsplex Parkway & West Point Pkwy, 0.20 acres - Morgan & Boothe

RESOLUTION NO. _____

RESOLUTION APPROVING THE VACATION OF A PORTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF SPORTSPLEX PARKWAY AND A PORTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF WEST POINT PARKWAY

WHEREAS, William M. Morgan, III and Robert D. Boothe are the owners of the property described in that warranty deed dated April 12, 2005, a copy of which is recorded in Deed Book 2272 at Page 904 in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, William M. Morgan, III and Robert D. Boothe are the owners of all of the property abutting along a portion of the southwesterly right-of-way of Sportsplex Parkway and a portion of the southwesterly portion of West Point Parkway (formerly U.S. Highway 29); and

WHEREAS, a Petition to vacate a portion of the southwesterly right-of-way of Sportsplex Parkway and a portion of the southwesterly right-of-way of West Point Parkway (formerly U.S. Highway 29), duly executed by William M. Morgan, III and Robert D. Boothe, as the abutting property owners, has been presented to the City Council (the "City Council") of the City of Opelika, Alabama (the "City"), a municipal corporation, for the assent and approval of the governing body, said Petition with map attached being hereto affixed, marked Exhibit "A" and made a part hereof; and

WHEREAS, the Petition is filed in accordance with the provisions of §23-4-20, *Code of Alabama*, 1975, which provides that any street or alley may be vacated, in whole or in part, by

the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated; and

WHEREAS, the portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly (U.S. Highway 29) to be vacated are more particularly described as follows:

> A tract or parcel of land containing 0.20 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-of-way limit N11°59'50"W 27.61 feet; thence continue along said old highway right-of-way limit N56°59'50"W 93.03 feet; thence continue along said old highway right-of-way limit N32°54'33"E 77.04 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57'26"E 112.74 feet; thence continue along said southwest right-of-way limit S33°02'34"W 20.00 feet; thence leaving said right-of-way limit S33°02'34"W 74.48 feet to the point of beginning.
>
> Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "B".

WHEREAS, the Petition states that no property owners will be deprived of any right they may have to convenient and reasonable means of ingress and egress to and from their property as a result of the requested vacation; and

WHEREAS, the remaining portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) will remain public rights-of-way; and

WHEREAS, the City desires to reserve to itself a 20-foot wide sanitary sewer easement, as depicted on the attached survey; and

WHEREAS, a public hearing was conducted by the City Council on the 7th day of May, 2019, at which all persons were given the opportunity to be heard in favor of or in opposition to the proposed rights-of-way vacation; and

WHEREAS, public notice of the public hearing was provided in accordance with §23-4-2, *Code of Alabama*, 1975; and

WHEREAS, the City Council has determined that it is in the best interest of the City to vacate the portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) as described in the attached Petition and the rights-of-way of said streets should be conveyed to William M. Morgan, III and Robert D. Boothe as requested by the Petitioners, subject to the existing sanitary sewer easement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika that the vacation of the above-described portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) is assented to and approved and the same is hereby vacated pursuant to the provisions of Section 23-4-20, et.seq. of the *Code of Alabama*, and also pursuant to said *Code* in §35-2-54.

BE IT FURTHER RESOLVED that the City of Opelika, Alabama, a municipal corporation, remise, release and quitclaim unto William M. Morgan, III and Robert D. Boothe, whatever right, title and interest the said City of Opelika, Alabama, may have acquired in and to the above described portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) by virtue of the dedication or vacation of said roadways or otherwise, subject to the reservation of the above-described sanitary sewer easement.

BE IT FURTHER RESOLVED that Gary Fuller, the Mayor of the City of Opelika, Alabama, a municipal corporation, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to execute a quitclaim deed to William M. Morgan, III and Robert D. Boothe, subject to the reservation of the above-described sanitary sewer easement, for the purpose of carrying out the intent and intention of this Resolution and that Robert G. Shuman, City Clerk, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to attest the same.

BE IT FURTHER RESOLVED that the City Clerk will cause a copy of this Resolution to be filed in the Probate Office of Lee County, Alabama, and shall further cause a copy of this Resolution to be published once in a newspaper of general circulation in Lee County, Alabama, no less than fourteen (14) days after its adoption.

ADOPTED AND APPROVED this the ____ day of _____, 2019.

_____

PRESIDENT OF THE CITY COUNCIL OF
THE CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

PETITION TO VACATE A PORTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF SPORTSPLEX PARKWAY AND THE SOUTHWESTERLY RIGHT-OF-WAY OF WEST POINT PARKWAY

STATE OF ALABAMA
COUNTY OF LEE

TO THE HONORABLE MEMBERS OF THE CITY COUNCIL OF THE CITY OF OPELIKA

COMES NOW WILLIAM M. MORGAN, III, a married man, and ROBERT D. BOOTHE, a married man, (hereinafter referred to as the "Petitioners") and represent as follows:

1. The Petitioners are the owners of all of the property abutting upon a portion of the southwesterly right-of-way of Sportsplex Parkway and a portion of the southwesterly right-of-way of West Point Parkway (formerly U.S. Highway 29), and they do, by this written instrument, hereby vacate said portions of the right-of-way of Sportsplex Parkway and the right-of-way of West Point Parkway (formerly U.S. Highway 29), being more particularly described as follows, to wit:

> A tract or parcel of land containing 0.20 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-of-way limit N11°59'50"W 27.61 feet; thence continue along said old highway right-of-way limit N56°59'50"W 93.03 feet; thence continue along said old highway right-of-way limit N32°54'33"E 77.04 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57'26"E 112.74 feet; thence continue along said southwest right-of-way limit S33°02'34"W 20.00 feet; thence leaving said right-of-way limit S33°02'34"W 74.48 feet to the point of beginning.
>
> Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

2. The Petitioners hereby represent and declare that they are the sole owners of the property abutting upon the portions of the rights-of-way of Sportsplex Parkway and West Point

Attachment: morgan petition (3424 : Vacate ROW, 0.20 acres, Portion of Sportsplex Parkway & West Point Pkwy, Morgan & Boothe)

Parkway (formerly U.S. Highway 29) to be vacated. It is not the intention of the Petitioners to vacate any other portion of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29), except as described in Section 1 above.

3. The Petitioners hereby certify that convenient and reasonable means of ingress and egress is afforded to all other property owners owning property in the area.

4. The Petitioners certify that Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) will remain public rights-of-way.

5. The Petitioners desire to vacate the above-described portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

6. The Petitioners agree that the property within the vacated rights-of-way, as described in Section 1 above, shall constitute the property of the Petitioners, subject to a 20-foot wide sanitary sewer easement to the City of Opelika, as depicted on the attached survey.

7. This declaration of vacation is executed by the Petitioners in accordance with the provisions of §35-2-47, *Code of Alabama,* 1975, and also pursuant to said Code in §23-4-20.

NOW, THEREFORE, in consideration of the premises, the Petitioners hereby request that Your Honors assent to, approve, ratify and confirm, the vacation of the above-described portions of the rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29), the annulment of any dedication thereof, and the divestment of all public rights therein, the existing sanitary sewer easement, and that the City of Opelika, through its duly elected officials, adopt such appropriate Resolution and authorize the execution of such appropriate instruments as may be meet and proper to effect the vacation of said portions of the

Attachment: morgan petition (3424 : Vacate ROW, 0.20 acres, Portion of Sportsplex Parkway & West Point Pkwy, Morgan & Boothe)

rights-of-way of Sportsplex Parkway and West Point Parkway (formerly U.S. Highway 29) in order to divest the public of all rights to use the same and convey to the Petitioner whatever right, title and interest which the City has or may have in and to the above described portions of said rights-of-way.

IN WITNESS WHEREOF, the Petitioner has hereunto set its hand and seal on this the 20th day of March, 2019.

William M. Morgan III
WILLIAM M. MORGAN, III

Robert D Boothe
ROBERT D. BOOTHE

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that WILLIAM M. MORGAN, III, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 20th day of March, 2019.

Wanda Harris
NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/9/2022

Attachment: morgan petition (3424 : Vacate ROW, 0.20 acres, Portion of Sportsplex Parkway & West Point Pkwy, Morgan & Boothe)

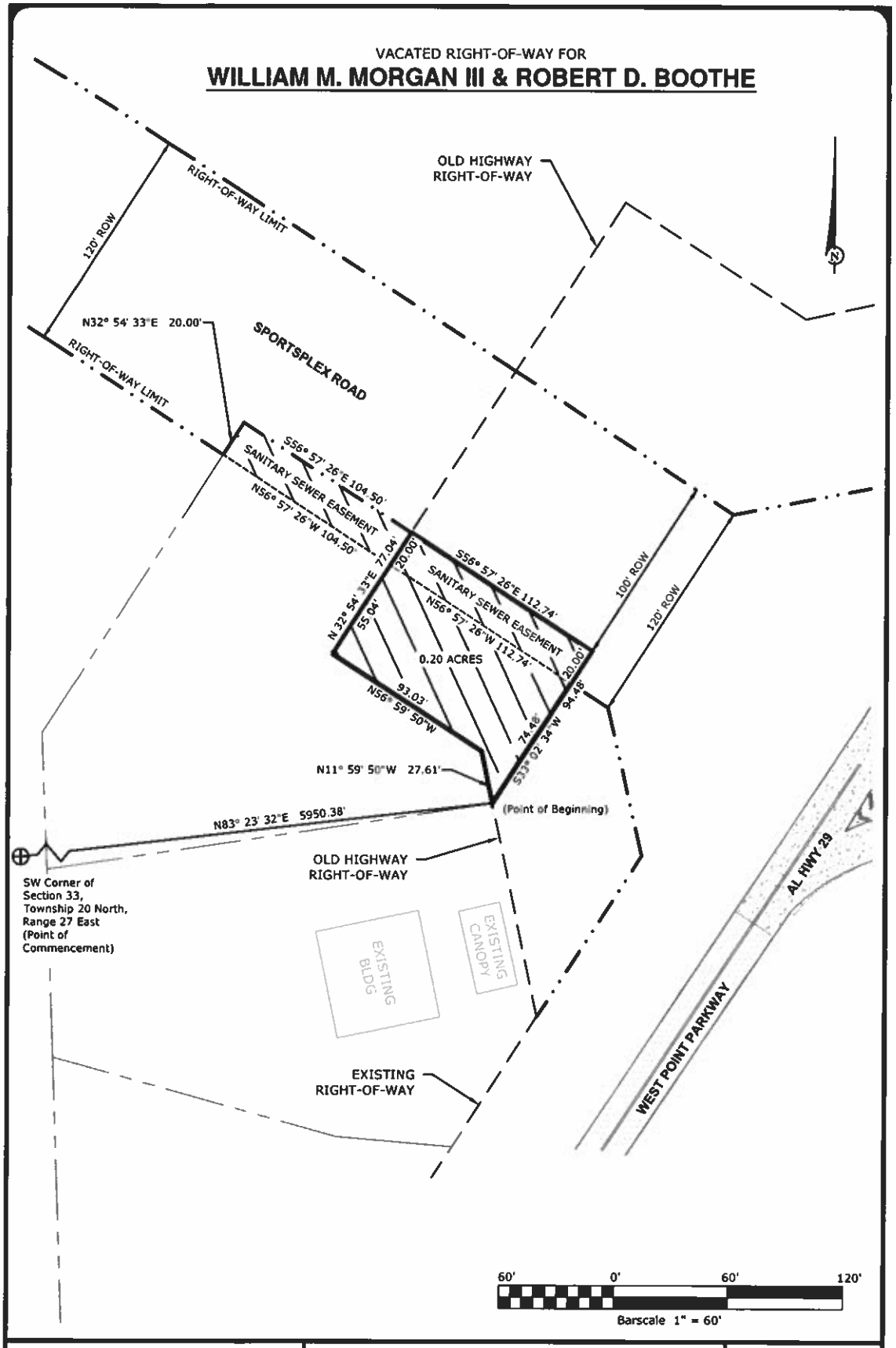
STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that ROBERT D. BOOTHE, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 26th day of March, 2019.

Wanda Harris
NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/9/2022

Attachment: morgan petition (3424 : Vacate ROW, 0.20 acres, Portion of Sportsplex Parkway & West Point Pkwy, Morgan & Boothe)



SKETCH

THIS DRAWING IS FOR INFORMATION PURPOSES ONLY. THIS IS NOT A SURVEY.

VACATED RIGHT-OF-WAY
CITY OF OPELIKA, ALABAMA
SPORTSPLEX ROAD EXTENSION
LOCATE IN SECTION 34, TOWNSHIP 20 NORTH, RANGE 27 EAST

BARRETT-SIMPSON, INC.
Engineers & Land Surveyors
709 12th STREET, PHENIX CITY, AL 36869 (PH 334-297-2423, FAX 334-297-2449)
121 W. BROAD STREET, EUFAULA, AL 36027 (PH 334-687-4257, FAX 334-687-8429)
223 SOUTH 9th STREET, OPELIKA, AL 36801 (PH 334-745-7026, FAX 334-745-4367)

Field Date:	N/A
Field By:	N/A
Draw Date:	01/30/19
Drawn By:	JSH
Reviewed By:	JSH
Scale:	1" = 60'
Revised:	.
Revised:	
Project Number:	16-0120

Attachment: Exhibit A - Portion of Sportsplex Parkway & West Point Pkwy, Morgan & Boothe (3424 : Vacate ROW, 0.20 acres, Portion of Sportsplex

GRANTEE'S ADDRESS:
William M. Morgan, III
Robert D. Boothe
3305 Anderson Road
Opelika, AL 36804

NO TITLE OPINION RENDERED

STATE OF ALABAMA	)	
	:	QUITCLAIM DEED WITH RESERVATION
COUNTY OF LEE	)	OF SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations to the undersigned Grantor, City of Opelika, Alabama, in hand paid by William M. Morgan, III and Robert D. Boothe, (the "Grantees"), the receipt whereof is hereby acknowledged, the undersigned City of Opelika, Alabama, a municipal corporation (hereinafter called "Grantor"), does hereby remise, release, quitclaim, and convey unto William M. Morgan, III and Robert D. Boothe, subject to a permanent 20-foot wide sanitary sewer easement, as more particularly described below, all of its right, title, claim and interest in and to the following described real property situated in Opelika, Lee County, Alabama, to-wit:

> A tract or parcel of land containing 0.20 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-of-way limit N11°59'50"W 27.61 feet; thence continue along said old highway right-of-way limit N56°59'50"W 93.03 feet; thence continue along said old highway right-of-way limit N32°54'33"E 77.04 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit S56°57'26"E 112.74 feet; thence continue along said southwest right-of-way limit S33°02'34"W 20.00 feet; thence leaving said right-of-way limit S33°02'34"W 74.48 feet to the point of beginning.

Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

The Grantor hereby reserves to itself a perpetual 20-foot wide sanitary sewer easement as depicted on the survey prepared by Barrett-Simpson, Inc., along, over, under, and across the following described property:

A sanitary sewer easement being 20 feet wide located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N83°23'32"E 5950.38 feet; thence N11°59'50"W 27.61 feet; thence N56°59'50"W 93.03 feet; thence N32°54'33"E 55.04 feet to the point of beginning; thence N56°57'26"W 104.50 feet to the southwest right-of-way limit of Sportsplex Road; thence along said southwest right-of-way limit N32°54'33"E 20.00 feet; thence continue along said southwest right-of-way limit S56°57'26"E 104.50 feet; thence continue along said southwest right-of-way limit S56°57'26"E 112.74 feet; thence continue along said southwest right-of-way limit S33°02'34"W 20.00 feet; thence N56°57'26"W 112.74 feet to the point of beginning.

IN WITNESS WHEREOF, the City of Opelika, Alabama, a municipal corporation, has caused this instrument to be executed by Gary Fuller, its Mayor, and its seal to be affixed by Robert G. Shuman, its City Clerk, both of whom are hereunto authorized pursuant to Resolution No. ____-19 of the City Council of the City of Opelika, Alabama, a copy of which is attached hereto, marked Exhibit "A" on this the ___ day of _____, 2019.

CITY OF OPELIKA, ALABAMA

BY:_____
GARY FULLER, MAYOR

ATTEST:

_____
ROBERT G. SHUMAN
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Gary Fuller and Robert G. Shuman, whose names as Mayor and City Clerk, respectively of the City of Opelika, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance they, as such officers and with full authority, executed the same voluntarily as the act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____day of _____, 2019.

(SEAL)

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:

THIS INSTRUMENT WAS PREPARED BY:
GUY F. GUNTER, III
CITY ATTORNEY
CITY OF OPELIKA
608 Avenue A
P.O. BOX 390
OPELIKA, AL 36801
334-705-2074
334-705-5515 - FAX

RESOLUTION NO. (ID # 3423)

Vacate ROW, Portion of Anderson Rd & Sportsplex Parkway, 0.56 acres - Inwoo Paek

RESOLUTION NO. _____

RESOLUTION APPROVING THE VACATION OF A PORTION OF THE NORTHWESTERLY RIGHT-OF-WAY OF ANDERSON ROAD AND A PORTION OF THE NORTHWESTERLY RIGHT-OF-WAY OF SPORTSPLEX PARKWAY

WHEREAS, Inwoo Paek, a single man, is the owner of the property described in that certain statutory warranty deed dated March 31, 2016, a copy of which is recorded in Deed Book 2482 at Page 338 in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Inwoo Paek is the owner of all of the property abutting along a portion of the northwesterly right-of-way of Anderson Road and the northwesterly right-of-way of Sportsplex Parkway; and

WHEREAS, a Petition to vacate a portion of the northwesterly right-of-way of Anderson Road and a portion of the northwesterly right-of-way of Sportsplex Parkway, duly executed by Inwoo Paek, as the abutting property owner, has been presented to the City Council (the "City Council") of the City of Opelika, Alabama (the "City"), a municipal corporation, for the assent and approval of the governing body, said Petition with map attached being hereto affixed, marked Exhibit "A" and made a part hereof; and

WHEREAS, the Petition is filed in accordance with the provisions of §23-4-20, *Code of Alabama*, 1975, which provides that any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated; and

WHEREAS, the portions of the rights-of-way of Anderson Road and Sportsplex Parkway to be vacated are more particularly described as follows:

> A tract or parcel of land containing 0.56 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N81°16'14"E 5991.60 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-way-limit N32°54'33"E 104.55 feet; thence continue along said old highway right-way-limit S57°23'58"E 112.20 feet; thence continue along said old highway right-way-limit N77°36'02"E 141.42 feet to a point on the northwest right-of-way limit of Anderson Road; thence along said northwest right-of-way limit S33°55'21"W 136.02 feet to the northeast right-of-way limit of Sportsplex Road; thence along said northeast right-of-way limit S79°09'19"W 101.25 feet; thence continue along said northeast right-of-way limit N56°57'26"W 136.12 feet to the point of beginning.
>
> Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

WHEREAS, the Petition states that no property owners will be deprived of any right they may have to convenient and reasonable means of ingress and egress to and from their property as a result of the requested vacation; and

WHEREAS, the remaining portions of the rights-of-way of Anderson Road and Sportsplex Parkway will remain public rights-of-way; and

WHEREAS, a public hearing was conducted by the City Council on the 7th day of May, 2019, at which all persons were given the opportunity to be heard in favor of or in opposition to the proposed rights-of-way vacation; and

WHEREAS, public notice of the public hearing was provided in accordance with §23-4-2, *Code of Alabama*, 1975; and

WHEREAS, the City Council has determined that it is in the best interest of the City to vacate the portions of the rights-of-way of Anderson Road and Sportsplex Parkway as described in the attached Petition and the rights-of-way of said streets should be conveyed to Inwoo Paek as requested by the Petitioner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika that the vacation of the above-described portions of the rights-of-way of Anderson Road and Sportsplex Parkway is assented to and approved and the same is hereby vacated pursuant to the provisions of Section 23-4-20, et.seq. of the *Code of Alabama*, and also pursuant to said *Code* in §35-2-54.

BE IT FURTHER RESOLVED that the City of Opelika, Alabama, a municipal corporation, remise, release and quitclaim unto Inwoo Paek, whatever right, title and interest the said City of Opelika, Alabama, may have acquired in and to the above described portions of the rights-of-way of Anderson Road and Sportsplex Parkway by virtue of the dedication or vacation of said roadways or otherwise.

BE IT FURTHER RESOLVED that Gary Fuller, the Mayor of the City of Opelika, Alabama, a municipal corporation, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to execute a quitclaim deed to Inwoo Paek, for the purpose of carrying out the intent and intention of this Resolution and that Robert G. Shuman, City Clerk, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to attest the same.

BE IT FURTHER RESOLVED that the City Clerk will cause a copy of this Resolution to be filed in the Probate Office of Lee County, Alabama, and shall further cause a copy of this Resolution to be published once in a newspaper of general circulation in Lee County, Alabama, no less than fourteen (14) days after its adoption.

ADOPTED AND APPROVED this the ____ day of _____, 2019.

_____

PRESIDENT OF THE CITY COUNCIL OF
THE CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

PETITION TO VACATE A PORTION OF THE NORTHWESTERLY RIGHT-OF-WAY OF ANDERSON ROAD AND THE NORTHEASTERLY RIGHT-OF-WAY OF SPORTSPLEX PARKWAY

STATE OF ALABAMA
COUNTY OF LEE

TO THE HONORABLE MEMBERS OF THE CITY COUNCIL OF THE CITY OF OPELIKA

COMES NOW INWOO PAEK, a single man, (hereinafter referred to as the "Petitioner") and represents as follows:

1. The Petitioner is the owner of all of the property abutting upon a portion of the northwesterly right-of-way of Anderson Road and a portion of the northeasterly right-of-way of Sportsplex Parkway, and he does, by this written instrument, hereby vacate said portions of the rights-of-way of Anderson Road and the right-of-way of Sportsplex Parkway, being more particularly described as follows, to wit:

> A tract or parcel of land containing 0.56 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N81°16'14"E 5991.60 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-way-limit N32°54'33"E 104.55 feet; thence continue along said old highway right-way-limit S57°23'58"E 112.20 feet; thence continue along said old highway right-way-limit N77°36'02"E 141.42 feet to a point on the northwest right-of-way limit of Anderson Road; thence along said northwest right-of-way limit S33°55'21"W 136.02 feet to the northeast right-of-way limit of Sportsplex Road; thence along said northeast right-of-way limit S79°09'19"W 101.25 feet; thence continue along said northeast right-of-way limit N56°57'26"W 136.12 feet to the point of beginning.
>
> Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

2. The Petitioner hereby represents and declares that he is the sole owner of the property abutting upon the portions of the rights-of-way of Anderson Road and Sportsplex Parkway to be

Attachment: paek petition (3423 : Vacate ROW, 0.56 acres, Portion of Anderson Rd & Sportsplex Parkway, Inwoo Paek)

vacated. It is not the intention of the Petitioner to vacate any other portion of Anderson Road and Sportsplex Parkway, except as described in Section 1 above.

3. The Petitioner hereby certifies that convenient and reasonable means of ingress and egress is afforded to all other property owners owning property in the area.

4. The Petitioner certifies that Anderson Road and Sportsplex Parkway will remain public rights-of-way.

5. The Petitioner desires to vacate the above-described portions of the rights-of-way of Anderson Road and Sportsplex Parkway so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

6. The Petitioner agrees that the property within the vacated rights-of-way, as described in Section 1 above, shall constitute the property of Inwoo Paek.

7. This declaration of vacation is executed by the Petitioner in accordance with the provisions of §35-2-54, *Code of Alabama,* 1975, and also pursuant to said Code in §23-4-20.

NOW, THEREFORE, in consideration of the premises, the Petitioner hereby requests that Your Honors assent to, approve, ratify and confirm, the vacation of the above-described portions of the rights-of-way of Anderson Road and Sportsplex Parkway, the annulment of any dedication thereof, and the divestment of all public rights therein, and that the City of Opelika, through its duly elected officials, adopt such appropriate Resolution and authorize the execution of such appropriate instruments as may be meet and proper to effect the vacation of said portions of the rights-of-way of Anderson Road and Sportsplex Parkway in order to divest the public of all rights to use the same and convey to the Petitioner whatever right, title and interest which the City has or may have in and to the above described portions of said rights-of-way.

Attachment: paek petition (3423 : Vacate ROW, 0.56 acres, Portion of Anderson Rd & Sportsplex Parkway, Inwoo Paek)

IN WITNESS WHEREOF, the Petitioner has hereunto set its hand and seal on this the 27th day of March, 2019.

INWOO PAEK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that INWOO PAEK, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 27th day of March, 2019.

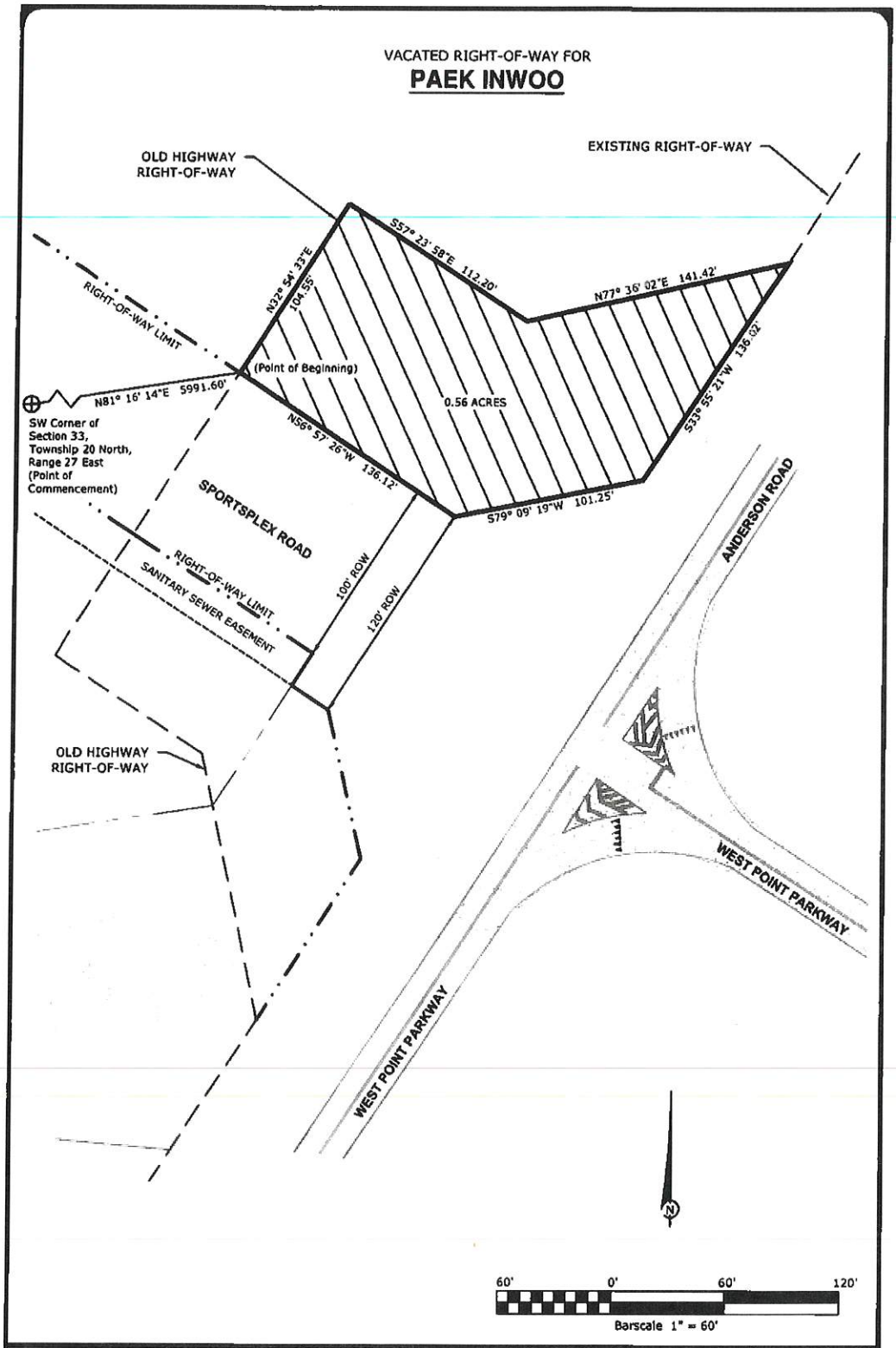
NOTARY PUBLIC
MY COMMISSION EXPIRES:

JOSEPH M. TUCKE
Notary Public
Alabama State At Lar
My Commission Expires: 09/29

Attachment: paek petition (3423 : Vacate ROW, 0.56 acres, Portion of Anderson Rd & Sportsplex Parkway, Inwoo Paek)

VACATED RIGHT-OF-WAY FOR

PAEK INWOO



SKETCH

THIS DRAWING IS FOR INFORMATION PURPOSES ONLY. THIS IS NOT A SURVEY.

VACATED RIGHT-OF-WAY
CITY OF OPELIKA, ALABAMA
SPORTSPLEX ROAD EXTENSION
LOCATE IN SECTION 34, TOWNSHIP 20 NORTH, RANGE 27 EAST

BARRETT-SIMPSON, INC.
Engineers & Land Surveyors
708 12th STREET, PHENIX CITY, AL 36868 (PH 334-297-2423, FAX 334-297-2448)
121 W. BROAD STREET, EUFAULA, AL 36027 (PH 334-687-4757, FAX 334-687-6829)
273 SOUTH 9th STREET, OPELIKA, AL 36801 (PH 334-745-7020, FAX 334-745-4387)

Field Date:	N/A
Field By:	N/A
Draw Date:	01/30/19
Drawn By:	JSH
Reviewed By:	JSH
Scale:	1" = 60'
Revised:	
Revised:	
Project Number:	16-0120

GRANTEE'S ADDRESS:
Inwoo Paek
1575 Hamilton Hill
Auburn, AL 36830

NO TITLE OPINION RENDERED

STATE OF ALABAMA)
: QUITCLAIM DEED
COUNTY OF LEE)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations to the undersigned Grantor, City of Opelika, Alabama, in hand paid by Inwoo Paek, (the "Grantee"), the receipt whereof is hereby acknowledged, the undersigned City of Opelika, Alabama, a municipal corporation (hereinafter called "Grantor"), does hereby remise, release, quitclaim, and convey unto Inwoo Paek, a single man, all of its right, title, claim and interest in and to the following described real property situated in Opelika, Lee County, Alabama, to-wit:

> A tract or parcel of land containing 0.56 acres located in Section 34, Township 20 North, Range 27 East, Lee County, Alabama, and being more particularly described as follows: Commence at the southwest corner of Section 33, Township 20 North, Range 27 East; thence N81°16'14"E 5991.60 feet to a point on an old highway right-of-way limit, the point of beginning; thence along said old highway right-way-limit N32°54'33"E 104.55 feet; thence continue along said old highway right-way-limit S57°23'58"E 112.20 feet; thence continue along said old highway right-way-limit N77°36'02"E 141.42 feet to a point on the northwest right-of-way limit of Anderson Road; thence along said northwest right-of-way limit S33°55'21"W 136.02 feet to the northeast right-of-way limit of Sportsplex Road; thence along said northeast right-of-way limit S79°09'19"W 101.25 feet; thence continue along said northeast right-of-way limit N56°57'26"W 136.12 feet to the point of beginning.
>
> Being further described according to and as shown by that certain survey or drawing prepared by Barrett-Simpson, Inc., attached hereto and marked Exhibit "A".

Attachment: QUIT CLAIM DEED (003) - Portion of Sportsplex Pkwy & Anderson Rd, Property Owner - Inwoo Paek (3423 : Vacate ROW, 0.56

Attachment: QUIT CLAIM DEED (003) - Portion of Sportsplex Pkwy & Anderson Rd, Property Owner - Inwoo Paek (3423 : Vacate ROW, 0.56

IN WITNESS WHEREOF, the City of Opelika, Alabama, a municipal corporation, has caused this instrument to be executed by Gary Fuller, its Mayor, and its seal to be affixed by Robert G. Shuman, its City Clerk, both of whom are hereunto authorized pursuant to Resolution No. ____-19 of the City Council of the City of Opelika, Alabama, a copy of which is attached hereto, marked Exhibit "A" on this the ___ day of _____, 2019.

CITY OF OPELIKA, ALABAMA

BY:_____
GARY FULLER, MAYOR

ATTEST:

_____
ROBERT G. SHUMAN
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Gary Fuller and Robert G. Shuman, whose names as Mayor and City Clerk, respectively of the City of Opelika, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance they, as such officers and with full authority, executed the same voluntarily as the act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____day of _____, 2019.

(SEAL)

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:

THIS INSTRUMENT WAS PREPARED BY:
GUY F. GUNTER, III
CITY ATTORNEY
CITY OF OPELIKA
608 Avenue A
P.O. BOX 390
OPELIKA, AL 36801
334-705-2074
334-705-5515 - FAX

RESOLUTION NO. (ID # 3417)

Police Captain Validated Selection Procedure Contract

RESOLUTION NO. _____

POLICE CAPTAIN VALIDATED SELECTION PROCEDURE CONTRACT

WHEREAS, a new promotional procedure was adopted in 1997; and

WHEREAS, the last test for Police Captain was administered on May 20, 2014; and

WHEREAS, the list of eligible candidates has been exhausted; and

WHEREAS, the validated selection procedure must be re-examined at this time to ensure validity; and

WHEREAS, a proposal has been received by Decisions Inc, which was the sub-contractor that assisted in developing the original procedures; and

WHEREAS, the cost of the proposal is $22,000.00, plus expenses; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of

Opelika, Alabama, a municipal corporation, as follows:

1. That the Mayor is hereby authorized and directed to execute in the name and on behalf of the City, an agreement with Decisions, Inc., on substantially the terms mentioned in Exhibit “A”.

2. That the Mayor, Controller, and Human Resources Director are hereby authorized to take any and all reasonable, necessary and proper actions to carry out the intent and

purposes of this Resolution.

APPROVED AND ADOPTED, this _____ day of _____, 2019

_____

C.E. “Eddie” Smith, Jr.

President of the City Council

Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - Treasurer

Decisions Inc., Consultants

1014 County Road 196 • Crane Hill, Alabama 35053 • Phone (256) 747-8910
Email: dianejclark@gmail.com

Diane J. Clark, Ph.D., SPHR

April 28, 2019

Lisa McLeod, Human Resources Director
City of Opelika
P.O. Box 390
Opelika, AL 36803

Dear Lisa:

Thank you for contacting Decisions, Inc. regarding the development of a promotional examination for the Police Department for the rank of Captain.

I have spoken to Chief McEachern and, reviewed the changes in the jobs since the last test. Job simulation exercises are recommended for testing for this rank at this time. A candidate information guide to assist candidates in preparing for the examination would be prepared. Role players would be needed for the job simulation exercises, which would be videotaped and graded by outside assessors, following the examination procedures. Decisions would train the role players and assessors.

As requested, I have reviewed the cost carefully and understand that funds continue to be very limited. I expect that we will be testing 6-8 candidates, and the simulation would include a variety of exercises, in order to fully test for the broad range of assignments included in the Captain classification. The testing would probably be completed in one day, and grading would also probably be completed in one day. Cost for test development, administering, and grading would be $22,000, plus expenses. The City of Opelika is a valued client and we look forward to working with you, and the Police Departments on this project. If you need additional information, please do not hesitate to call me.

Sincerely,

Diane J. Clark

Diane J. Clark, Ph.D., SPHR, SCP

MEMORANDUM OF AGREEMENT

Between

The City of Opelika, Alabama
And
Decisions Incorporated

Because of an identified need for professional services to assist the City of Opelika, Alabama (hereinafter referred to as the City), in developing, administering, and documenting the validity of the examination procedures used for establishing eligible list for Captain in the Police Department, the City and Decisions, Incorporated (hereinafter referred to as Decisions) have entered into an agreement for provision of professional services effective upon signing of this agreement by both parties.

Whereas, the City has statutory authority to enter into a contract with any private person, organization or group; and

Whereas, the City has a need for professional services and Decisions has the capacity to provide such services;

Now, Therefore, the City and Decisions, intending to be mutually bound and in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. Services to be Provided

   Decisions will provide the City with appropriate examination procedures for the classification of Captain in the Police Department that will include job simulation exercises, administer the examination procedures and provide the documentation needed to establish the validity of examinations. The examination will be designed to comply with federal regulatory and professional standards, such as, the Uniform Guidelines on Employee Selection Procedures (29 CFR 1607) and the Principles for the Validation and Use of Personnel Selection Procedures. When the examination is completed, the City will be provided with a report that will serve as written documentation of the validity of the testing procedure.

2. Authorization to Conduct Work

   The City reserves the right to specifically and overtly authorize Decisions to engage in activities that will result in financial liability under the terms of this agreement. Decisions acknowledges that the statement of services to be provided constitutes the general area of work expected to be performed by Decisions and that

Attachment: Letter and Agreement Decisions Inc (3417 : Police Captain Validated Selection Procedure)

specific activities to be performed for which the City will be charged must be specifically and overtly authorized by the City contact person designated in paragraph 5, and that no other person employed by the City may implicitly or explicitly authorize work to be paid under this agreement.

3. Period of Agreement

The term of this agreement will begin on the date it is signed by both parties, which is expected to be approximately May 1, 2019, and end on August 31, 2019..

The contract may be terminated at an earlier date upon mutual agreement of the parties or upon ten (10) days written notice by one of the parties to the other.

a. In the event of termination, all work products developed during the course of the agreement by, for, and in behalf of the City will be returned to the City within fifteen days of the receipt of the notice of cancellation.

b. Decisions will cease performance of any work upon the receipt of the notification of cancellation. All costs incurred prior to the issuance and receipt of that notice of cancellation shall be paid by the City.

4. Financial Arrangements

The parties hereto agree that this agreement will be performed for a fixed fee of $22,000.00 plus reimbursable expenses for items such as travel, copying, etc.

a. The City will pay Decisions monthly for work completed prior to the invoice date

b. In the event of cancellation, payment will be on a pro-rata basis of the total work performed pursuant to paragraph 1.

c. Decisions will submit an invoice for each payment, which will include a description of the work performed and any reimbursable expenses since the previous invoice.

d. The City will make all arrangements for facilities for conducting the examinations and in obtaining experts to assist in administering and grading the examinations.

5. Single Source Contact

The City and Decisions agree that each will designate in writing a single source contact for the purpose of coordination and problem solving during the period of this agreement. Decisions designates Diane J. Clark as its contact, and the City designates Lisa McLeod, Human Resources Director as its contact.

6. Terms and Conditions

It is understood and agreed that all terms and conditions are herein included. No oral agreements of any kind shall be binding or recognized. This agreement may be amended by written agreement of the parties.

Attachment: Letter and Agreement Decisions Inc (3417 : Police Captain Validated Selection Procedure)

7. Personnel System Benefits Excluded

It is understood and agreed that Decisions is an Alabama Corporation and that no one associated with Decisions is entitled to the benefits of the City of Opelika Personnel System.

AGREED:

Gary Fuller., Mayor
City of Opelika, Alabama
P. O. Box 390
Opelika, AL 36803

Date: _____

Diane J. Clark, Ph.D., SPHR
Decisions, Inc.
1014 County Road 196
Crane Hill, AL 35053

Date: April 28, 2019

Attachment: Letter and Agreement Decisions Inc (3417 : Police Captain Validated Selection Procedure)

RESOLUTION NO. (ID # 3435)

Proposal for Sain Assoc. Engineering services, intersection improvements - ENG.

RESOLUTION NO. _____

RESOLUTION APPROVING PROPOSAL SUBMITTED BY

SAIN ASSOCIATES FOR ENGINEERING SERVICES

WHEREAS, the City of Opelika, Alabama (hereinafter called the "City") desires to construct intersection improvements on Columbus Parkway at 4th Street, 6th Street and 7th Street (the "Project"); and

WHEREAS, pursuant to Resolution No. 314-18, the City and the State of Alabama, acting by and through The Alabama Department of Transportation ("ALDOT"), entered into an Agreement relating to a Highway Safety Improvement Program ("HSIP") with partial funding by the Federal Highway Administration for said intersection improvements; and

WHEREAS, professional engineering services are needed for the Project; and

WHEREAS, Sain Associates, Inc., ("Sain") is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide preliminary engineering services for the Project; and

WHEREAS, Sain has been approved by ALDOT to provide said preliminary engineering services; and

WHEREAS, the City has received a Proposal for Engineering Services from Sain to provide preliminary engineering services to the City for the construction of said intersection improvements; and

WHEREAS, the City Council has reviewed the Proposal submitted by Sain and has determined that it is in the best interest of the City to enter into a contract with Sain; and

WHEREAS, the estimated cost for participation by the various parties is as follows:

Preliminary Engineering

Funding Source	Estimated Cost
Federal Funds	$151,200
City Funds	$145,219

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama (the "City"), as follows:

1. That the Proposal submitted by Sain Associates, Inc., a copy of which is attached hereto as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Proposal.

2. That the Mayor is further authorized to execute and deliver or cause to be executed or delivered in the name and on behalf of the City such other agreements, contracts, notices, certificates, assurances or other instruments or other communications as he deems necessary or appropriate to carry into effect the intent of the provisions of this Resolution.

3. That the compensation be paid to Sain Associates under and pursuant to the Proposal shall come from the Unassigned Fund Balance and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution. The City will forward invoices for said engineering services to ALDOT for reimbursement.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to Sain Associates for the provision of engineering services as outlined to the Proposal attached hereto.

5. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2019.

_____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

SAIN associates
ENGINEERING BETTER PARTNERSHIPS

April 26, 2019
AS NEGOTIATED

Mr. Scott Parker
City of Opelika Engineer
700 Fox Trail
P.O. Box 390
Opelika, AL 36801

SUBJECT: Intersection Improvements on Columbus Parkway at 4th Street, 6th Street, and 7th Street
Opelika, Alabama
ALDOT Project No. HSIP-4119( )
Sain Project No. #18-0307

Dear Scott:

We appreciate the opportunity to submit this proposal to provide engineering services for three proposed roundabouts at the above referenced intersections. The following is a description of our understanding of your project and the scope of services that we propose to undertake. Attached are the estimated mandays for your review and approval.

General Project Understanding

The City of Opelika has received HSIP funding from ALDOT and desires to proceed with the design of intersection improvements along Columbus Parkway at its intersection with 4th St., 6th St., and 7th St. At these intersections, the City desires to construct a series of 3 new roundabouts in order to reduce safety concerns at the intersections. As a part of this project, the City also desires to address existing access management issues in the immediate vicinity of the new roundabouts.

Our understanding is as follows:

- ALDOT's Local Transportation Bureau will be responsible for project reviews and approvals, according to direction received from David Bollie on 11/27/2018. Based on our experience with HSIP funded projects through the Local Transportation Bureau, an extensive review and approval process will be required through ALDOT, and we have scoped this proposal as such.
- Upon receiving a Notice to Proceed from the City, Sain will prepare a conceptual layout for the proposed roundabouts for use in determining potential project impacts, including approximate ROW needed for the project. This concept will be prepared using aerials and GIS data to be provided by the City and will be submitted to the City and ALDOT for review.
- Following review and approval of the concept layout, the project will progress on the typical path for a Local Transportation project, with the plan in hand and PS&E being a combo review. Reviews will be performed by Local Transportation but will not include a sit-down meeting at 30% or a Quality Control Final Backcheck submittal.
- It is our understanding that the environmental document required for this project will be a Project Engineering Record (PER). Sain will rely on a sample document to be provided by ALDOT

for determining appropriate formatting and content for the PER. The PER will be prepared following the submittal and approval of the conceptual layout.

- The primary project Team will consist of Sain Associates for surveying and engineering design, Building and Earth Sciences, Inc. for geotechnical services, Southern Research for the Phase I cultural resources survey.
- The roundabouts will be designed in accordance with current AASHTO standards and the ALDOT Roundabout Manual.
- No special accommodation will be given to bicycles, since this is typical for low speed, one-lane roundabouts. Bikes will be required to merge with traffic to pass through the roundabout.
- For traffic analysis, roundabout laneage, and pavement design recommendations, Sain will rely on traffic counts to be provided by the City of Opelika and/or ALDOT. If additional counts are needed as the project progresses, the City will collect this data and provide to Sain.
- Additional right-of-way or temporary construction easements will most likely be needed in the immediate vicinity of two of the roundabouts. As a result, the preparation of a right-of-way map and up to 8 tract sketches and deeds has been included in this scope. The right-of-way map and tract sketches and deeds must be submitted for ALDOT for review, comment, and approval.
- Potential wetlands and streams may exist along the project corridor, specifically near the intersection of 7th Street and Columbus Parkway. Based on communication received from ALDOT, delineation of streams and wetlands will be performed by ALDOT. Mitigation services have not been included within this scope of services.
- Sain Associates will prepare existing utility base sheets to be a part of the final plan assembly and will provide plans to utility owners for a review of potential conflicts. If the relocation of utilities becomes necessary as the design progresses, Sain will incorporate into the plan set any relocation plans prepared by utility companies for the contractor's reference.
- Lighting of the proposed roundabout is recommended in order to allow approaching drivers to perceive and react to pedestrians and the intersection at nighttime. Since roadway lighting is currently in place at all 3 intersections, Sain recommends that the City coordinate with the current lighting utility owner to determine the most effective plan for lighting the roundabouts.
- ALDOT will bid the project, therefore advertising, bidding assistance, or preparation of contract documents is not included in this scope. ALDOT specifications will be utilized as the technical specifications for the work.
- If desired by the City, Sain will be available to perform Construction Engineering and Inspection (CE&I) services during construction. However, these services are not included within this scope and would need to be provided under a supplemental agreement.

Our charge under this project is to prepare a concept layout, topographic and right-of-way survey, a Project Engineering Record (PER), a ROW map and tract sketches and legal descriptions, and roadway contract plans.

Scope of Services

Sain will provide the following scope of services:

Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for Engineering Services, intersection

Task 1 – Traffic Analysis and Conceptual Layout

Sain Associates will perform the following tasks in order to develop a conceptual layout for the proposed roundabouts. This conceptual layout will be necessary in order to determine the extents of the required topographic and environmental surveys described in Task 2 and 3 below.

1. Use traffic counts to be provided by the City of Opelika as a baseline for project design.
2. Develop an average annual traffic volume growth rate from AADT information to be provided by ALDOT, and forecast 20-year traffic volumes for future conditions analysis.
3. Use ALDOT's Capacity Analysis for Planning of Roundabouts to perform capacity analysis for weekday morning and afternoon peak hours for the future roundabouts in order to determine if single-lane or multi-lane roundabouts will be required.
4. Prepare a 2D conceptual layout of the proposed roundabouts and surrounding road improvements on aerials and GIS data. The conceptual layout will display approximate project impacts for use in determining limits for topographic and environmental surveys.
5. Additional design checks will be performed to ensure that the recommended roundabouts have been sized to accommodate large trucks while providing appropriate speed control for approaching and circulating vehicles.
6. The conceptual layout will be submitted to the City and ALDOT for review and comment.

Task 2 –Topographic and Right-of-Way Survey

Sain Associates will perform a Topographic and Right-of-Way survey along a portion of Columbus Parkway located in the City of Opelika, Alabama. Total length of mainline survey is approximately 3,000' feet, the survey limits will begin approximately 500' feet west of the intersection of McCoy Street and Columbus Parkway and extend east along Columbus Parkway approximately 3000' feet to a point approximately 500' feet east of South 4th Street. The total length of survey along South 4th Street is approximately 300' feet, beginning at north right of way of Columbus Parkway and extending northwest along South 4th Street. The total length of survey along South 6th Street is approximately 300' feet, beginning at the north right of way of Columbus Parkway and extending northwest along South 6th Street. The total length of survey along South 7th Street is approximately 300' feet, beginning at the north right of way of Columbus Parkway and extending northwest along South 7th Street. The total length of survey along McCoy Street is approximately 300' feet, beginning at the south right of way of Columbus Parkway and extending southeast along McCoy Street. (See attached Survey Area Exhibit showing the detailed survey limits). The survey will generally be completed only within existing right-of-way, except at locations in close proximity to the roundabouts, as shown in the attached map.

The scope of work for the above survey limits will include the following:

1. Prior to beginning work property owner notification letters will be sent to any property owner lying within or adjacent to the project corridors.
2. A basic control survey will be performed to locate and identify horizontal control points based on Alabama State Plane East Zone (NAD83) datum that will be established at intervals not to exceed 1000' (feet) along the project corridor and will be the basis of subsequent work. In addition temporary benchmarks based on (NAVD88) datum will be established at intervals not to exceed 1000' (feet) along the project corridor.
3. Contours will be shown at 1-foot intervals and spot elevations will be shown in flat areas. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of

Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for Engineering Services, intersection

pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Please note that in wooded areas tree lines will be shown in place of individual trees.

4. Wetlands as delineated by others that are located within the survey limits will be field located and shown.
5. Utility locate request will be made to the Alabama 811 Call system to have underground utilities within the project corridor identified and marked. Once or if the underground utilities have been marked we will gather field locations in order to show the underground utilities on the survey. Please note that utility locators contracted with the Alabama 811 Call System often refuse to mark underground utilities lying outside the limits of public Right-of-Way. In addition utility locators contracted with the Alabama 811 Call System often refuse to mark underground utilities for corridor surveys. If after five days the underground utilities have not been marked a second and final ticket request will be made. If the underground utilities are not marked within five days of the second ticket request a note will be shown on the survey listing the 811 ticket locate number and the unmarked area that the ticket covers.
6. We will perform the necessary courthouse research and tie sufficient front property corners, within the project corridor, in order to graphically plot property lines. The survey will show ownership, deed book, and page number(s) from the latest recorded deeds. In addition any property monumentation located in the field will be noted on the survey.

The following survey services are excluded from this proposal but can be provided if deemed necessary and requested by you:

1. No missing or calculated property corners will be set.
2. No Title review or research will be performed
3. No easements will be researched or drawn.
4. No Right-of-Way points will be set.
5. Metal caps will not be utilized for control.
6. No centerline points will be set.
7. The horizontal and vertical control to be utilized during this survey will NOT be established using ALDOT procedures as described in the ALDOT survey manual.
8. Sain Associates' Standard Survey Code List will be used for data collection performed during this survey.
9. This survey is not to be construed as an ALTA or Boundary Survey
10. No utility locate request other than the two described in the above scope of work will be performed.

Task 3 - Environmental Document

Sain Associates will prepare a Project Engineering Record (PER) which will serve as the environmental document for the project. In the event a more comprehensive level of document is required for environmental clearance, a supplemental agreement will need to be executed as part of the scope of this project. The PER shall be prepared to conform to an example PER to be provided by ALDOT, as is typical for 3R County projects receiving federal aid. Sain will prepare a purpose and need statement for the project, and will create a project location map for early coordination. Prior to preparation of the PER document, Sain will also attend one Scope of Work Review and make recommendations for the

Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for Engineering Services, intersection

proposed improvements based on the previously prepared conceptual layout. Based on an 11/28/2018 conversation with Kelly Weldon, ALDOT's Local Transportation Environmental Coordinator, the following items are included in this scope and will be required if additional right-of-way is to be acquired for the project:

1. Phase 1 Cultural Resources Survey to evaluate the presence of historical and archaeological sites within the project area of impact (performed by Southern Research; see attached scope)
2. Property owner acknowledgement letters (for properties where additional right-of-way will be needed) will be prepared by Sain, and the City will need to obtain signatures from impacted owners acknowledging need for right-of-way
3. Streams and wetlands evaluation (performed by ALDOT)
4. Review of threatened and endangered species (performed by ALDOT)
5. Air and noise analyses (performed by ALDOT)
6. Hazardous Materials Notification Form (completed by City)

Public involvement is not anticipated, since property owner acknowledgement letters will be prepared as a part of the PER process. As a result, preparation and attendance at public meetings has not been included within this scope of services. The PER will be submitted to ALDOT for review and approval.

Task 4 – ROW Map and Tract Sketches and Deeds

Upon completion of the survey and the completion of design plans, Sain Associates will prepare a Right-of-Way (ROW) map and up to 8 legal descriptions and tract sketches for Right-of-Way acquisitions and/or construction easements necessary for the project. The Right-of-Way map, legal descriptions, and tract sketches will be prepared in ALDOT format, as specified in ALDOT's Right-of-Way manual, and will be submitted to ALDOT for review, comment and approval.

Task 5 - Roadway Contract Plans

Sain Associates will provide contract plans for the above mentioned intersection improvements. Our scope of work is as follows:

1. The roundabout will be designed in accordance with current AASHTO standards and the ALDOT Roundabout Manual, and the development of plans will follow the procedure as shown in ALDOT'S Plans Preparation Manual and Guidelines for Operation, where applicable for this type of project.
2. The project Plan Assembly will include title, summary of quantities, geometric control sheets, typical sections, cross sections, drainage sections and pipe profiles, plan sheets and profile sheets, traffic control plans, signing and striping plans, pavement layout plans, and erosion and sediment control plans. In addition to project cross sections and typical sections, separate roundabout grading and detail plans will be necessary to provide the info needed to appropriately construct the roundabouts per the design. The contract plans will be prepared for construction in accordance with current design practices of the STATE.
3. Sain Associates will prepare designs and detailed contract plans at a horizontal scale of 1"=50' and vertical scale of 1"=5', unless otherwise approved.
4. Sain Associates will prepare Hydraulic Designs and Supporting Calculations according to approved chapters of the STATE Hydraulic Manual or City of Opelika design standards, whichever is more stringent. Otherwise, in the absence of direction for the STATE Hydraulic

Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for Engineering Services, intersection

Manual, in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars.

5. Drainage Section drawings will be provided for all proposed cross drains within the project work limits, and pipe profile drawings will be prepared for proposed drainage improvements surrounding the proposed roundabouts.
6. Existing utilities may be impacted and could require relocations, especially if it is the City or utility owner's desire to avoid leaving underground utilities in place beneath the proposed roundabouts.
7. Coordination with utility owners has been included within this scope of services. Sain Associates will prepare existing utility base sheets to be a part of the final plan assembly and will provide plans to utility owners for a review of potential conflicts. If the relocation of utilities becomes necessary as the design progresses, Sain will incorporate into the plan set any relocation plans prepared by utility companies for the contractor's reference. Sain will also assist the City with the preparation of utility agreements which will be necessary if relocations are required. If Sain's design of relocation plans is requested, this service can be provided under a supplemental services agreement.
8. Sain Associates will prepare estimates of quantities and construction costs for contract plans, itemized and properly symbolized in accordance with the Standard Specifications using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the property, if available. These estimates will be furnished with PIH/PS&E, Construction Bureau, and Office Engineer plan submittals.
9. The applicable provisions of ALDOT Standard Specifications for Highway Construction, Latest Edition, will apply to all work performed by Sain Associates under this AGREEMENT and Sain Associates will prepare supplemental specifications and special provisions for any needed items not covered by ALDOT Standard Specifications for Highway Construction, Latest Edition.
10. If project impacts exceed 1 acre, Sain will prepare the Notice of Intent General Permit and Construction Best Management Practices Plan (CBMPP) required for permitting by the Alabama Department of Environmental Management (ADEM). The permit application fee is not included within this scope and will need to be submitted to ADEM by the City.
11. A soil survey and materials report with pavement recommendations will be prepared by Building and Earth Sciences, Inc. per the attached scope.
12. According to FEMA FIRM map number 01081C0088G, the intersections are not located within a special flood hazard area, although portions of the project may be located within a Zone X area of minimal flood hazard. As a result, a No-Rise Certification and/or related floodplain modeling has not been included within this scope of services.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by the City: preparation and attendance at Public Involvement meetings, traffic data collection, right-of-way appraisal and acquisition services, design of utility relocations, subsurface utility exploration (SUE), No-Rise Certification and/or floodplain modeling, retaining wall design, lighting design services, advertising, bidding assistance, or preparation of contract documents, CE&I services.

Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for Engineering Services, intersection

Fees

We propose to provide the above described services based on the following lump sum fee schedule:

Task 1	Traffic Analysis and Conceptual Layout	Lump Sum $12,355
Task 2	Topographic and Right-of-Way Survey	Lump Sum $42,702
Task 3	Environmental Document	Lump Sum $31,397
Task 4	ROW Map and Tract Sketches and Deeds	Lump Sum $19,521
Task 5	Roadway Contract Plans	Lump Sum $190,444
	Total Estimated Budget	**$296,419**

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days. Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

Upon receipt of NTP, Sain will contact the City to determine a mutually agreeable schedule to achieve project completion.

Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for Engineering Services, intersection

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Nathan Currie, P.E.
Project Manager
AL #32400

Enclosures:
Sain Terms & Conditions (sch. 2019)
Survey Area Exhibit
Building and Earth Science, Inc. Proposal
Southern Research Proposal
ALDOT Man-days

OFFERED BY:

SAIN ASSOCIATES, INC.
BY: Jim Meads, P.E.
President/CEO

Signature of Authorized Representative

Date: 4/26/19

ACCEPTED:
City of Opelika

BY: _____
Signature of Authorized Representative

_____
Print Name & Title

Date: _____

Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for Engineering Services, intersection

SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

Rates:

Principal	$180.00 - $200.00 per Hour
Engineer/Planner	$98.00 - $152.00 per Hour
GIS Professional	$110.00 per Hour
Designer	$82.00 - $117.00 per Hour
Surveyor	$93.00 - $130.00 per Hour
Survey Crew (1-Person)	$90.00 per Hour
Survey Crew (2-Person)	$140.00 per Hour
Survey Crew (3-Person)	$180.00 per Hour
Survey Crew (Overtime, Holidays – 2-Person)	* $180.00 per Hour
Survey Crew (Overtime, Holidays – 3-Person)	* $220.00 per Hour
Survey Per Diem	$150.00 per person per Night
Administrative Support	$60.00 per Hour

* Overtime rate is based on working over 8 hours a day.

Payment
To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc., shall include a charge at the rate of 1½% per month from said thirtieth (30th) day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Standard of Care
The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

Responsibility of the Client
Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations.

Schedules, Budgets and Estimates or Opinions of Cost
Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Jobsite Safety/Construction Phase Services
The Contractor has sole responsibility for jobsite safety and construction means and methods, not the design professional. The Consultant/design professional is not responsible for the acts or omissions of any contractor, subcontractor or material supplier.

Use of Electronic Media
Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies
Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for Engineering Services, intersection

SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

Dispute Resolution
Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator.

Indemnification
Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

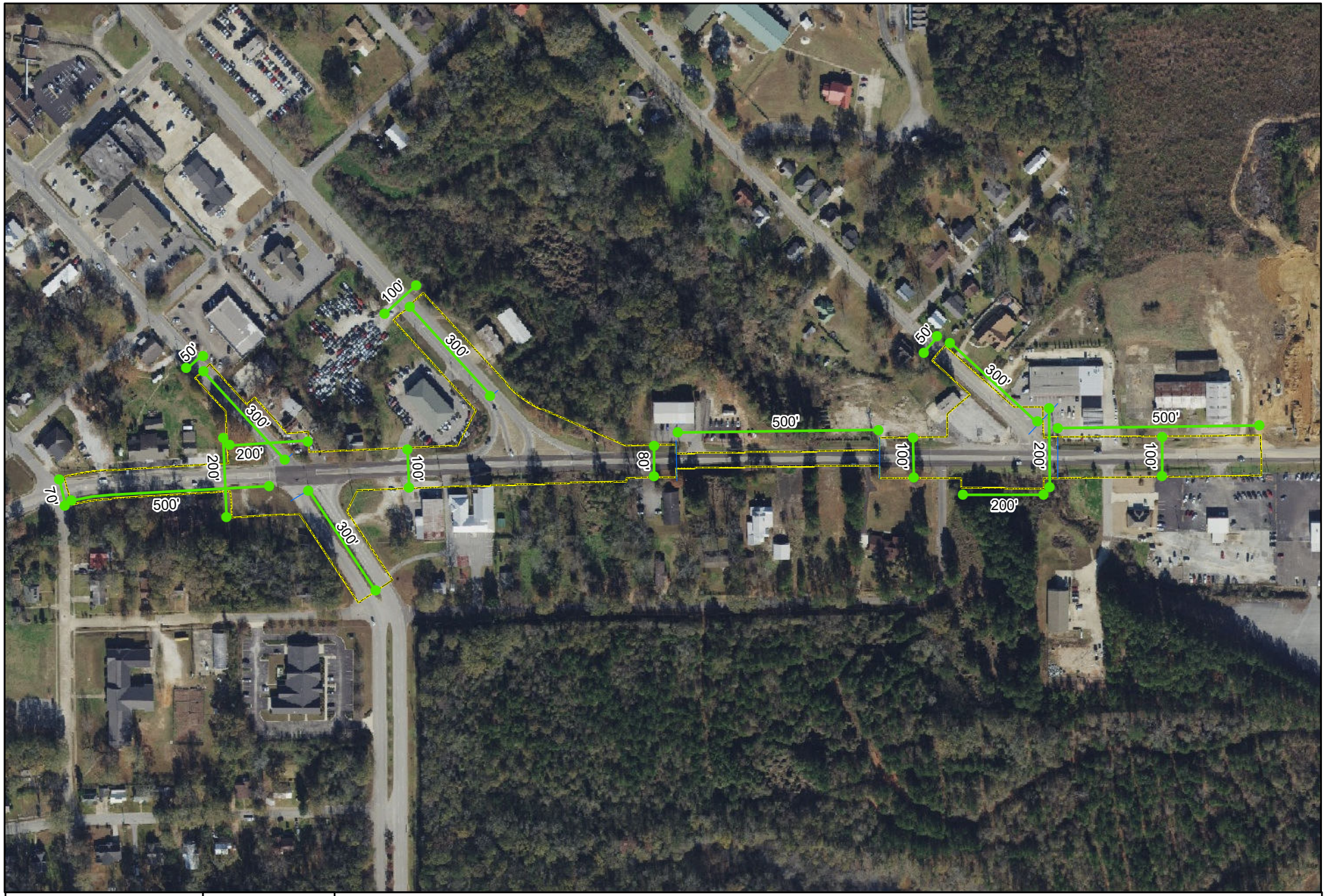
Force Majeure
Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract
Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents
All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2019

Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for Engineering Services, intersection



SAIN associates
ENGINEERING BETTER PARTNERSHIPS

NOT TO SCALE

Survey Area

Columbus Parkway Roundabouts
Opelika, Alabama

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Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for

BUILDING & EARTH
Geotechnical, Environmental, and Materials Engineers

5545 Derby Drive
Birmingham, AL 35210
Ph: (205) 836-6300
www.BuildingAndEarth.com

November 27, 2018

Sain Associates, Inc
Two Perimeter Park South
Suite 500 East
Birmingham, AL 35243

Attn: Nathan Currie, P.E. (ncurrie@sain.com)

Subject: Proposal to Provide Soil Survey and Materials Report
Columbus Parkway Roundabouts
Opelika, Alabama
Building & Earth Proposal No. BH20636

Dear Mr. Currie:

Building & Earth Sciences Inc. is pleased to submit this budget to provide a soil survey and materials report for the above referenced project. This letter documents our understanding of the proposed construction, outlines our approach to the work, and presents an estimated budget for our services.

PROJECT INFORMATION

We understand the project consists of constructing three (3) roundabouts along Columbus Parkway at the intersections of 7th Street, 6th Street, and 4th Street. We also understand the existing pavement will be milled and resurfaced along the project limits. A site layout plan was unavailable at the time of this proposal. We assume pavement widening will be required at the roundabouts. The project is approximately 2,800 feet in length.

The project limits are shown below.

SCOPE OF SERVICES

Our scope of work will be performed in general accordance with ALDOT-390 "Procedure for Conducting Soil Surveys and Preparing Materials Reports", "ALDOT-398: Procedure for Conducting Subsurface Investigation and Foundation Reports", and ALDOT-392 "Project Level Pavement Condition Data Collection Procedure". The purpose of the geotechnical exploration will be to determine general subsurface conditions at the site and to gather data on which to base a geotechnical evaluation. The scope will include a soil survey and materials report.

The scope of services will include a geotechnical site reconnaissance and subsurface exploration consisting of six (6) soil test borings and six (6) asphalt cores. Borings will be extended 10 feet below the existing surface elevation, or auger refusal (whichever occurs first). Rock coring is not included in our budget. The boring locations will be determined when a site plan is made available.

Because the project is less than one mile long, we understand that a FWD test will not be required. In our proposal, we have included a pavement condition index (PCI) survey for areas in which the existing pavement will be retained. Pavement recommendations will be made based on the results of the Pavement Condition Survey, asphalt cores, and the equivalent build-up method.

At each boring location, soil samples will be obtained at standard sampling intervals with a split-tube sampler in the upper 10 feet of each boring. An additional sample will be obtained for each additional 5 feet of boring depth if required. All borings will be performed in general accordance with AASHTO T-306 and AASHTO T-225. The standard sampling intervals are as follows:

SAMPLE NUMBER	DEPTH (FT)
1	0.0 - 1.5
2	1.5 – 3.0
3	3.5 - 5.0
4	6.0 - 7.5
5	8.5 -10.0

Laboratory tests, including sieve analysis and Atterberg limit determinations, will be used to determine the soil classification. The proposed laboratory testing program is presented in the following table:

Laboratory Test	Proposed Number
Atterberg Limits Determination	6
Sieve Analysis	6
Natural Moisture Content	15

The results of our work will be documented in a written report which will address the following items:

- Site geology and potential impact on the site development.
- Summary of existing surface conditions.
- A description of the subsurface conditions encountered at the soil test boring locations.
- A description of the current groundwater conditions as observed in the boreholes during drilling and 24-hours after drilling. Long-term monitoring is not included in this proposal.
- Presentation of laboratory test results.
- Site preparation considerations including material types to be expected at the site, and treatment of unsuitable soils, if encountered.
- Compaction requirements and recommended criteria to establish suitable material for structural backfill.
- Pavement recommendations based on equivalent build-up method and the results of the PCI survey.

Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for Engineering Services, intersection

BUDGET

The cost of our services will be based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. Based on the scope of work described in this proposal, the budget for subsurface exploration and geotechnical evaluation is **$13,600.00.**

If conditions are encountered that require additional analysis, then we will discuss a modified work scope with your office. We will not exceed the indicated budget without your prior authorization.

UTILITIES / TRAFFIC CONTROL

We will contact the Alabama One-Call Center to locate underground utilities at the site. We request the current owner provide us with any available information regarding underground utilities. Building & Earth will not be held liable for damage to unmarked utility lines or lines marked erroneously by others.

Traffic control is not included in our budget. We assume the City of Opelika will provide the necessary traffic control during our field investigation.

Asphalt coring locations will be patched with cold mix asphalt patch. The boring and coring locations will be estimated based on construction plans. No surveying is included in this proposal.

AUTHORIZATION AND SCHEDULE

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building and Earth, will serve as our authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should be authorized in writing. We anticipate that the field exploration could be started within 5 business days after receiving written authorization to proceed. We will coordinate field exploration with the City of Opelika to provide traffic control. The written report will be available within 20 business days following completion of the field exploration.

We will discuss the site conditions with you during the course of the work and can provide preliminary recommendations as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for Engineering Services, intersection

CLOSING

We appreciate the opportunity to submit this proposal for subsurface exploration and geotechnical engineering services for the proposed construction, and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,

BUILDING & EARTH SCIENCES, INC.

Joey Jones, P.E.
Geotechnical Department Manager

George P. Ballock, P.E.
Regional Vice President

Attachments:

Authorization Sheet and Terms & Conditions

Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for Engineering Services, intersection

SOUTHERN RESEARCH
Historic Preservation Consultants

Post Office Box 250
Ellerslie, Georgia 31807

706 582 2440
706 582 2441 fax

www.southres.com

30 November 2018

Nathan Currie, P.E.
Sain Associates
Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243

RE: Proposal for Phase One Cultural Resources Survey of Three Proposed Roundabouts in Opelika

Dear Mr. Currie:

Please accept this letter as our proposal to conduct a Phase One Cultural Resources Survey for three proposed traffic roundabouts along Columbus Parkway in Opelika, Alabama. All of the work will comply with the Standards and Guidelines for Section 106 Cultural Resource Surveys issued by the Alabama Historical Commission and required by Alabama DOT. The survey will include the following tasks:

1. **RECORDS AND LITERATURE REVIEW**. On the day we receive written notice to proceed, we will begin a review of the records to determine if previously recorded archaeological sites and/or historic structures are present within the Area of Potential Effect (APE). This will involve searching the Alabama Archaeological Site Files in Moundville and other sources of historical data.

2. **AN INTENSIVE LEVEL CULTURAL RESOURCES FIELD SURVEY.** Southern Research personnel, under my supervision, will examine the APE in a systematic manner using a combination of searching exposed ground where possible and excavating shovel test holes where the ground's surface is not exposed in areas likely to have archaeological sites. All sites will be mapped and recorded on official Alabama Archaeological Site Forms and we will collect GPS data to accurately geo-reference all finds. Historic structures will be identified in the field by surveying all public roads within view of the APE.

3. **PHASE ONE REPORT**. Southern Research will prepare a technical report for client and agency review. This document will address all Section 106 requirements including a discussion of previous work and known resources near or on the APE, the project research design, methods, findings and a recommendation of significance for resources, if any. We will deliver 6 copies of the final report on acid free archival paper for client and agency review. We can also provide electronic versions of the final report and supporting documentation. The report can be delivered within six to eight weeks after fieldwork depending on the findings of the study.

Our fee of **$14,038.00** includes a complete phase one cultural resources survey and report. If you require additional information or have any questions, please call me at **706 582 2440, Ext. 203.** Thank you for considering Southern Research for this important work.

Sincerely,

W. Dean Wood
Principal Archaeologist

Attachment: CM 5-07-19, Eng, Columbus Pkwy roundabouts proposal_As Negotiated (3435 : Proposal for Engineering Services, intersection

4/26/2019 **Alabama Department of Transportation** 4:44 PM

AS NEGOTIATED

Project No.	HSIP-4119( )
County	Lee
Description	Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work	Intersection Improvements (Proposed Roundabouts)
Project Length	0.75 Miles (0.5 on mainline, 0.25 side roads)
Consultant	Sain Associates

GRAND TOTAL OF FEE PROPOSAL

Traffic Analysis and Conceptual Layout	$12,355
Environmental Document	$31,397
Field Surveys	$42,702
Preliminary Roadway Plans	$0
Preliminary Bridge Plans	$0
Right-of-Way Map, Tract Sketches and Deeds	$19,521
Roadway Plans	$190,444
Bridge Plans	$0
GRAND TOTAL FEE	**$296,419**

Combined overhead rate (%) >>>>>>>>>>>>>>>>	188.64
Facilities Capital Cost of Money (if used) >>>>>>	0.43

LABOR RATES

Classification	Daily Rate
Project Manager	$399.84
Engineer	$476.32
Environmental	$402.32
Engineering Technician/CADD	$266.80
Environmental Technician	$266.40
Clerical	$200.00
PLS	$346.48
Survey Crew	$589.84

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Signed

4/26/2019
Date

CEO/President
Position/Title

Form Revised 7-30-13

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

Project No. HSIP-4119( )
County Lee
Description Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work Intersection Improvements (Proposed Roundabouts)
Project Length 0.75 Miles

Consultant Sain Associates

TRAFFIC ANALYSIS AND CONCEPTUAL LAYOUT

		Engineer	Engineer. Tech.	Environment	Environ. Tech.	Clerical
Task A: Preliminary Corridor Investigation						
A-1	Request & review traffic data to be provided by City of Opelika	0.13	0.25	0.00	0.00	0.00
A-2	Forecast 20-year design traffic volumes	0.25	0.50	0.00	0.00	0.00
A-3	Conduct future conditions peak hour capacity analysis using ALDOT roundabout analysis tool	0.25	1.00	0.00	0.00	0.00
A-4	Prepare conceptual layout of proposed roundabouts	1.50	2.50	0.00	0.00	0.00
A-5	Refine layout for large trucks and slowing fastest paths	0.50	2.00	0.00	0.00	0.00
A-6	Submit for review and approval, revise based on comments	0.75	1.50	0.00	0.00	0.25
		0.00	0.00	0.00	0.00	0.00
Task A Totals		**3.38**	**7.75**	**0.00**	**0.00**	**0.25**
TOTALS		**3.38**	**7.75**	**0.00**	**0.00**	**0.25**

Form Revised 1-3-13

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 :

4/26/2019 **Alabama Department of Transportation** 4:44 PM

Project No.	HSIP-4119( )
County	Lee
Description	Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work	Intersection Improvements (Proposed Roundabouts)
Project Length	0.75 Miles
Consultant	Sain Associates

Fee Proposal (Traffic Analysis and Conceptual Layout)

PERSONNEL COST	Man-days	x Daily Rate		
Project Manager (10% of Eng. & Env.)	0.34	$ 399.84	$	135.95
Engineer	3.38	$ 476.32	$	1,609.96
Engineering Technician/CADD	7.75	$ 266.80	$	2,067.70
Environmental	0.00	$ 402.32	$	-
Environmental Technician	0.00	$ 266.40	$	-
Clerical	0.25	$ 200.00	$	50.00
	Total Direct Labor		$	3,863.61
Combined Overhead (%)	188.64		$	7,288.31
Out-of-Pocket Expenses**			$	65.00
		Sub-Total	**$**	**11,216.92**
Operating Margin (10%)			$	1,121.69
		Sub-Total	**$**	**12,338.61**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)				
			$	-
			$	-
			$	-
			$	-
			$	-
			$	-
Subconsultant Administration Expense (5%)			$	-
		Sub-Total	**$**	**12,338.61**
Facilities Capital Cost of Money (% of Direct Labor)	0.43		$	16.61
		TOTAL FEE	**$**	**12,355.22**

**See Grand Total Fee sheet

Form Revised 1-3-13

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

4/26/2019 **Alabama Department of Transportation** 4:44 PM

Project No. HSIP-4119( )
County Lee
Description Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work Intersection Improvements (Proposed Roundabouts)
Project Length 0.75 Miles

Consultant Sain Associates

Out-of-pocket Expenses (Traffic Analysis and Conceptual Layout)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
	0	0	$0.535	$ -
	0	0	$0.535	$ -
	0	0	$0.535	$ -
	0	0	$0.535	$ -
			Total Mileage Cost	**$ -**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ -**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Conceptual layout	4	1	4	$ 10.00	$ 40.00
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
				Total Printing/Reproduction Cost	**$ 40.00**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
Shipping and Handling for Submittals	**$ 25.00**

Other (provide description on next line)	Total
	$ -

Total Out-of-pocket Expenses $ 65.00

Comments:

*****You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Form Revised 1-3-13

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

Project No. HSIP-4119( )
County Lee
Description Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work Intersection Improvements (Proposed Roundabouts)
Project Length 0.75 Miles

Consultant Sain Associates

ENVIRONMENTAL DOCUMENT	Engineer	Engineer. Tech.	Environment	Environ. Tech.	Clerical
Task A: Preliminary Coordination and Scope of Work Review					
A-1 Consult With Various Agencies, Ascertain Their Requirements	0.00	0.00	0.13	0.25	0.00
A-2 Prepare Purpose and Need Statement and Project Description	0.13	0.00	0.25	0.25	0.00
A-3 Create Project Location Map for Early Coordination	0.00	0.00	0.13	0.50	0.00
A-4 Attend Scope of Work Review	0.00	1.00	1.00	0.00	0.25
	0.00	0.00	0.00	0.00	0.00
Task A Totals	**0.13**	**1.00**	**1.51**	**1.00**	**0.25**
Task B: Prepare Project Engineering Record					
B-1 Prepare Project Engineering Record as typical for Federal Aid County 3R project	0.25	0.00	0.75	2.25	0.50
B-2 Prepare Property Owner Acknowledgement Exhibits	0.25	1.50	0.00	0.25	0.00
B-3 Prepare Hazardous Materials Notification Form	0.00	0.00	0.13	0.50	0.00
B-4 Coordinate Preparation of Farmland Converstion Impact Rating with NRCS	0.00	0.00	0.13	0.25	0.00
B-5 Coordinate and Review Environmental Studies	0.13	0.00	0.25	0.50	0.00
B-6 Compile and Submit for Review and Comment	0.13	0.00	0.25	0.50	0.50
	0.00	0.00	0.00	0.00	0.00
Task B Totals	**0.76**	**1.50**	**1.51**	**4.25**	**1.00**
Task C: Finalize Project Engineering Record					
C-1 Address PER Review Comments	0.25	0.00	0.25	1.25	0.00
C-2 Submit Revised PER for Final Review and Approval	0.13	0.00	0.25	0.25	0.50
	0.00	0.00	0.00	0.00	0.00
Task C Totals	**0.38**	**0.00**	**0.50**	**1.50**	**0.50**
TOTALS	**1.27**	**2.50**	**3.52**	**6.75**	**1.75**

Form Revised 1-3-13

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 :

Project No.	HSIP-4119( )
County	Lee
Description	Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work	Intersection Improvements (Proposed Roundabouts)
Project Length	0.75 Miles
Consultant	Sain Associates

Fee Proposal (Environmental Document)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager (10% of Eng. & Env.)	0.48	$ 399.84	$ 191.92
Engineer	1.27	$ 476.32	$ 604.93
Engineering Technician/CADD	2.50	$ 266.80	$ 667.00
Environmental	3.52	$ 402.32	$ 1,416.17
Environmental Technician	6.75	$ 266.40	$ 1,798.20
Clerical	1.75	$ 200.00	$ 350.00
	Total Direct Labor		$ 5,028.22
Combined Overhead (%)	188.64		$ 9,485.23
Out-of-Pocket Expenses**			$ 609.85
		Sub-Total	**$ 15,123.30**
Operating Margin (10%)			$ 1,512.33
		Sub-Total	**$ 16,635.63**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Southern Research			$ 14,038.00
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ 701.90
		Sub-Total	**$ 31,375.53**
Facilities Capital Cost of Money (% of Direct Labor)	0.43		$ 21.62
		TOTAL FEE	**$ 31,397.15**

**See Grand Total Fee sheet

Form Revised 1-3-13

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

4/26/2019 **Alabama Department of Transportation** 4:44 PM

Project No. HSIP-4119( )
County Lee
Description Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work Intersection Improvements (Proposed Roundabouts)
Project Length 0.75 Miles

Consultant Sain Associates

Out-of-pocket Expenses (Environmental Document)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Scope of Work Review/Site Visit	1	210	$0.535	$ 112.35
	0	0	$0.535	$ -
	0	0	$0.535	$ -
	0	0	$0.535	$ -
		Total Mileage Cost		**$ 112.35**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	1	2	$11.25	$ 22.50
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
		Total Subsistence Cost		**$ 22.50**
		Total Travel Cost		**$ 134.85**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
PER Initial Submittal	5	150	750	$ 0.25	$ 187.50
Final PER Submittal	5	150	750	$ 0.25	$ 187.50
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ 375.00**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
Shipping and Handling for Submittals	**$ 100.00**

Other (provide description on next line)	Total
	$ -

Total Out-of-pocket Expenses $ 609.85

Comments:

*****You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Form Revised 1-3-13

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

Project No. HSIP-4119( )
County Lee
Description Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work Intersection Improvements (Proposed Roundabouts)
Project Length 0.75 Miles

Consultant Sain Associates

FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
Based on a 0 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize	0.25	0.50	0.00	0.00
A-2 Contact Property Owners	2.00	0.00	0.00	0.00
A-3 Perform Basic Control Survey	0.50	2.00	0.00	0.00
~~A-4 Conduct On-site Inspection~~	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task A Totals	**2.75**	**2.50**	**0.00**	**0.00**
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/~~Prepare Closure Diagram~~	0.50	0.00	0.00	0.00
B-2 Establish Centerline/~~Obtain Ground Profile~~	0.50	0.00	0.00	0.00
B-3 Obtain Topographic Data	0.75	6.00	3.50	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task B Totals	**1.75**	**6.00**	**3.50**	**0.00**
Task C: Supplemental Control Surveys and Data Gathering				
~~C-1 Traverse Cross-Roads and Railroads~~	0.00	0.00	0.00	0.00
~~C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms~~	0.00	0.00	0.00	0.00
~~C-3 Define Drainage Areas/Prepare Schematic Drainage Map~~	0.00	0.00	0.00	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.00	0.00	2.00	0.00

Form Revised 1-3-13

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 :

FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task C Totals	**0.00**	**0.00**	**2.00**	**0.00**
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate Utilities	0.50	0.50	0.50	0.00
~~D-2 Obtain Hydrological Location Survey~~	0.00	0.00	0.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	1.75	2.50	0.00	0.00
D-4 Obtain Copies of Latest Deeds	1.75	0.00	0.00	0.00
~~D-5 Set & Reference PIs, PCs, POTs, POCs, & other critical points~~	0.00	0.00	0.00	0.00
D-6 Reduce Survey Field Notes	0.50	0.00	0.50	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.50	0.00	0.50	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task D Totals	**5.00**	**3.00**	**1.50**	**0.00**
TOTALS	**9.50**	**11.50**	**7.00**	**0.00**

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Project No.	HSIP-4119( )
County	Lee
Description	Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work	Intersection Improvements (Proposed Roundabouts)
Project Length	0.75 Miles
Consultant	Sain Associates

Fee Proposal (Field Survey)

PERSONNEL COST	Man-days	x Daily Rate		
Project Manager (10% of PLS)	0.95	$ 399.84	$	379.85
PLS	9.50	$ 346.48	$	3,291.56
Survey Crew (see man-day sheet)	11.50	$ 589.84	$	6,783.16
Engineering Technician/CADD	7.00	$ 266.80	$	1,867.60
Clerical	0.00	$ 200.00	$	-
	Total Direct Labor		$	12,322.17
Combined Overhead (%)	188.64		$	23,244.54
Out-of-Pocket Expenses**			$	3,204.70
		Sub-Total	**$**	**38,771.41**
Operating Margin (10%)			$	3,877.14
		Sub-Total	**$**	**42,648.55**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)				
			$	-
			$	-
			$	-
Subconsultant Administration Expense (5%)			$	-
		Sub-Total	**$**	**42,648.55**
Facilities Capital Cost of Money (% of Direct Labor)	0.43		$	52.99
		TOTAL FEE	**$**	**42,701.54**

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

4/26/2019 **Alabama Department of Transportation** 4:44 PM

Project No. HSIP-4119( )
County Lee
Description Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work Intersection Improvements (Proposed Roundabouts)
Project Length 0.75 Miles

Consultant Sain Associates

Out-of-pocket Expenses (Field Survey)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
	2	210	$0.535	$ 224.70
	0	0	$0.535	$ -
	0	0	$0.535	$ -
	0	0	$0.535	$ -
			Total Mileage Cost	**$ 224.70**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	2	1	$20.00	$ 40.00
Travel allowance (12 hour trips)	14	2	$30.00	$ 840.00
Travel allowance (overnight)***	14	2	$75.00	$ 2,100.00
				$ -
			Total Subsistence Cost	**$ 2,980.00**
			Total Travel Cost	**$ 3,204.70**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
				Total Printing/Reproduction Cost	**$ -**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total
	$ -

Total Out-of-pocket Expenses	**$ 3,204.70**

Comments:

*****You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Form Revised 1-3-13

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

Project No.	HSIP-4119( )
County	Lee
Description	Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work	Intersection Improvements (Proposed Roundabouts)
Project Length	0.75 Miles
Consultant	Sain Associates

Supporting Documentation for ROW Fee Proposal

Date of Research	Parcel Tax ID #	# of Tracts
12/4/2018	10-04-18-1-001-001.	1
12/4/2018	10-03-07-4-001-044.	1
12/4/2018	10-03-07-4-001-040.	1
12/4/2018	10-04-17-2-000-010.	1
12/4/2018	10-04-17-2-000-001.	1
12/4/2018	10-04-17-2-000-001.	1
12/4/2018	10-03-08-3-000-132.	1
12/4/2018	10-03-08-3-000-163.	1
	Total Tracts:	8

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

Project No. HSIP-4119( )
County Lee
Description Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work Intersection Improvements (Proposed Roundabouts)
Project Length 0.75 Miles

Consultant Sain Associates

ROW Map, Tract Sketches and Deeds	Engineer	Tech/CADD	Clerical
Estimated number of tracts= **8**			
Task A: Right-of-Way Map	1.50	2.50	0.00
Task B: Tract Sketches	3.00	3.00	0.00
Task C: Deeds	3.00	3.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
TOTALS	**7.50**	**8.50**	**0.00**

Note: A "Tract" is all property of a single owner acquired by ALDOT. This includes all parcels, drainage easements, construction easements, etc.

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 :

4/26/2019 **Alabama Department of Transportation** 4:44 PM

Project No.	HSIP-4119( )
County	Lee
Description	Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work	Intersection Improvements (Proposed Roundabouts)
Project Length	0.75 Miles
Consultant	Sain Associates

Fee Proposal (ROW Map, Tract Sketches & Deeds)

PERSONNEL COST	Man-days	x Daily Rate		
Project Manager (10% of Eng.)	0.75	$ 399.84	$	299.88
Engineer	7.50	$ 476.32	$	3,572.40
Engineering Technician/CADD	8.50	$ 266.80	$	2,267.80
Clerical	0.00	$ 200.00	$	-
	Total Direct Labor		$	6,140.08
Combined Overhead (%)	188.64		$	11,582.65
Out-of-Pocket Expenses**			$	-
		Sub-Total	**$**	**17,722.73**
Operating Margin (10%)			$	1,772.27
		Sub-Total	**$**	**19,495.00**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)				
			$	-
			$	-
			$	-
Subconsultant Administration Expense (5%)			$	-
		Sub-Total	**$**	**19,495.00**
Facilities Capital Cost of Money (% of Direct Labor)	0.43		$	26.40
		TOTAL FEE	**$**	**19,521.40**

**See Grand Total Fee sheet

Form Revised 1-3-13

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

4/26/2019 **Alabama Department of Transportation** 4:44 PM

Project No. HSIP-4119( )
County Lee
Description Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work Intersection Improvements (Proposed Roundabouts)
Project Length 0.75 Miles

Consultant Sain Associates

Out-of-pocket Expenses (ROW Map, Tract Sketches & Deeds)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
	0	0	$0.535	$ -
	0	0	$0.535	$ -
	0	0	$0.535	$ -
	0	0	$0.535	$ -
			Total Mileage Cost	**$ -**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ -**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
				Total Printing/Reproduction Cost	**$ -**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total
	$ -

Total Out-of-pocket Expenses **$ -**

Comments:

*****You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Form Revised 1-3-13

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

Project Number HSIP-4119( ) **CPMS #**
County Lee
Description Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of work Intersection Improvements (Proposed Roundabouts)
Length 0.75 miles

Consultant Sain Associates

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS ENGINEER SHEET	ENGINEER TOTAL	TECHNICIAN SHEET	TECHNICIAN TOTAL
TITLE SHEET	1.00	0.13	0.13	0.25	0.25
INDEX SHEET	1.00	0.25	0.25	0.50	0.50
GEOMETRIC LAYOUT/SURVEY CONTROL	5.00	0.13	0.65	0.50	2.00
PROJECT NOTE SHEET (Project)	1.00	0.25	0.25	0.50	0.50
PROJECT NOTE SHEET (TCP)	1.00	0.13	0.13	0.25	0.25
PROJECT NOTE SHEET (Signage)	1.00	0.13	0.13	0.25	0.25
PROJECT NOTE SHEET (Signals)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	2.00	0.07	0.14	0.25	0.50
TYPICAL SECTIONS					
Main Roadway	2.00	0.25	0.50	1.00	2.00
Cross Roads	2.00	0.25	0.50	1.00	2.00
Detour & Misc.	1.00	0.25	0.25	1.00	1.00
Roundabouts	3.00	0.25	0.75	1.00	3.00
Ditches	1.00	0.25	0.25	1.00	0.50
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET					
Main Summary	2.00	0.50	1.00	1.00	2.00
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	1.50	0.25	0.38	1.00	1.50
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.50	0.13	0.07	0.50	0.25
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.50	0.07	0.04	0.25	0.13
Signing	2.00	0.25	0.50	1.00	2.00
Base & Pavement	1.00	0.25	0.25	0.75	0.75
Slope Paving (truck apron, splitter islands)	0.50	0.13	0.07	0.50	0.25
Striping & Pavement Markings	1.00	0.25	0.25	0.75	0.75
Curb & Gutter	1.00	0.25	0.25	0.50	0.50
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	0.00	0.00	0.00	0.00	0.00
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	1.00	0.25	0.25	0.75	0.75
Slope Paving (Ditches)/Ditch Summary	0.50	0.13	0.07	0.25	0.13
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	1.00	0.25	0.25	0.50	0.50
Erosion Control	1.00	0.25	0.25	1.00	1.00
Removal Items	1.00	0.13	0.13	0.50	0.50
Utility Relocation	0.50	0.13	0.07	0.50	0.25
	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE					
Main Roadway	3.00	0.50	1.00	1.50	3.50
Crossroads	3.00	0.50	1.00	1.50	3.50
Detours	0.00	0.00	0.00	0.00	0.00
Roundabout Grading Plan	3.00	0.50	1.50	1.50	4.50
	0.00	0.00	0.00	0.00	0.00

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway	3.00	0.50	1.00	1.50	4.50
Crossroads	3.00	0.50	1.50	1.50	4.50
Roundabout (Splitter Island Paving Layout)	3.00	0.25	0.75	1.00	3.00
Roundabout (Edge of Pvmt Paving Layout)	3.00	0.25	0.75	1.00	3.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	0.50	0.25	0.13	0.50	0.25
Summary & Items	0.50	0.13	0.07	0.75	0.38
Typical Section Sketches	2.00	0.25	0.50	0.50	1.00
Layout Sheets (signs, devices, shifts, etc.)	9.00	0.25	2.25	1.00	9.00
Special Drawings	4.00	0.13	0.52	0.25	1.00
	0.00	0.00	0.00	0.00	0.00
SIGNING					
Sign Layout	3.00	0.50	1.00	1.50	4.00
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	1.00	0.25	0.25	0.50	0.50
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations - Existing	3.00	0.13	0.39	0.25	0.75
Utility Locations - Proposed	3.00	0.13	0.39	0.75	2.25
Coordination with Utility Owners - 65%			1.50		2.00
Meeting with Utility Owners - 65%			1.50		2.00
Coordination with Utility Owners - 90%			1.50		2.00
Utility Coordination Letter			1.00		1.00
DRAINAGE SECTIONS					
Analysis and Inlet Placement Computations			1.50		4.00
Pipe & Culvert X-Sect./Hydraulic Computations	5.00	0.50	2.00	1.50	7.00
Hydraulic Data Sheet	1.00	0.25	0.25	0.50	0.50
Details	2.00	0.25	0.50	0.50	1.00
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	2.00	0.07	0.14	0.13	0.26
Soil Profile	1.00	0.07	0.07	0.13	0.13
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.25	0.25	0.50	0.50
Phased Sheets (Phase I)	3.00	0.13	0.39	0.50	1.50
Phased Sheets (Phase II)	3.00	0.13	0.39	0.50	1.50
Phased Sheets (Phase III)	3.00	0.13	0.39	0.50	1.50
CBMPP & NOI			2.00		4.00
			0.00		0.00
ROADWAY CROSS SECTIONS					
Main Roadway	18.00	0.13	2.34	0.25	4.50
Crossroads	8.00	0.13	1.04	0.25	2.00
Earthwork Summary	1.00	0.13	0.13	0.50	0.50
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
Concept Submittal and Comments			0.25		0.50
PIH/PS&E Review and Comment Responses			2.00		2.00
CB Submittal			0.25		0.50
OE Submittal			0.25		0.50
			0.00		0.00
Cost Estimates			1.50		1.50
Design Hearing			0.00		0.00
Site Visits			1.00		2.00
Meetings with City (2)			2.00		2.00
SUB-TOTAL	131.00		44.90		114.53
10% Supervision			4.49		
TOTALS	**131.00**		**44.90**		**114.53**

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

4/26/2019 **Alabama Department of Transportation** 4:44 PM

Project No.	HSIP-4119( )
County	Lee
Description	Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work	Intersection Improvements (Proposed Roundabouts)
Project Length	0.75 Miles
Consultant	Sain Associates

Fee Proposal (Roadway Plans)

PERSONNEL COST	Man-days	x Daily Rate		
Project Manager (10% of Eng.)	4.49	$ 399.84	$	1,795.28
Engineer	44.90	$ 476.32	$	21,386.77
Engineering Technician/CADD	114.53	$ 266.80	$	30,556.60
Clerical	5.00	$ 200.00	$	1,000.00
	Total Direct Labor		$	54,738.65
Combined Overhead (%)	188.64		$	103,258.99
Out-of-Pocket Expenses**			$	1,937.75
		Sub-Total	**$**	**159,935.39**
Operating Margin (10%)			$	15,993.54
		Sub-Total	**$**	**175,928.93**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)				
Building and Earth Sciences, Inc.			$	13,600.00
			$	-
			$	-
Subconsultant Administration Expense (5%)			$	680.00
		Sub-Total	**$**	**190,208.93**
Facilities Capital Cost of Money (% of Direct Labor)	0.43		$	235.38
		TOTAL FEE	**$**	**190,444.31**

**See Grand Total Fee sheet

Form Revised 1-3-13

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,

4/26/2019 **Alabama Department of Transportation** 4:44 PM

Project No. HSIP-4119( )
County Lee
Description Columbus Parkway at 4th St., 6th St., and 7th St.
Scope of Work Intersection Improvements (Proposed Roundabouts)
Project Length 0.75 Miles

Consultant Sain Associates

Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Site Visits	2	210	$0.535	$ 224.70
Meetings with County	2	210	$0.535	$ 224.70
PS&E review	1	210	$0.535	$ 112.35
	0	0	$0.535	$ -
			Total Mileage Cost	**$ 561.75**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	4	2	$11.25	$ 90.00
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ 90.00**
			Total Travel Cost	**$ 651.75**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
PS&E	10	131	1310	$ 0.20	$ 262.00
Construction Bureau	10	131	1310	$ 0.20	$ 262.00
Office Engineer	10	131	1310	$ 0.20	$ 262.00
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ 786.00**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
Shipping and Handling for Submittals	**$ 500.00**

Other (provide description on next line)	Total
	$ -

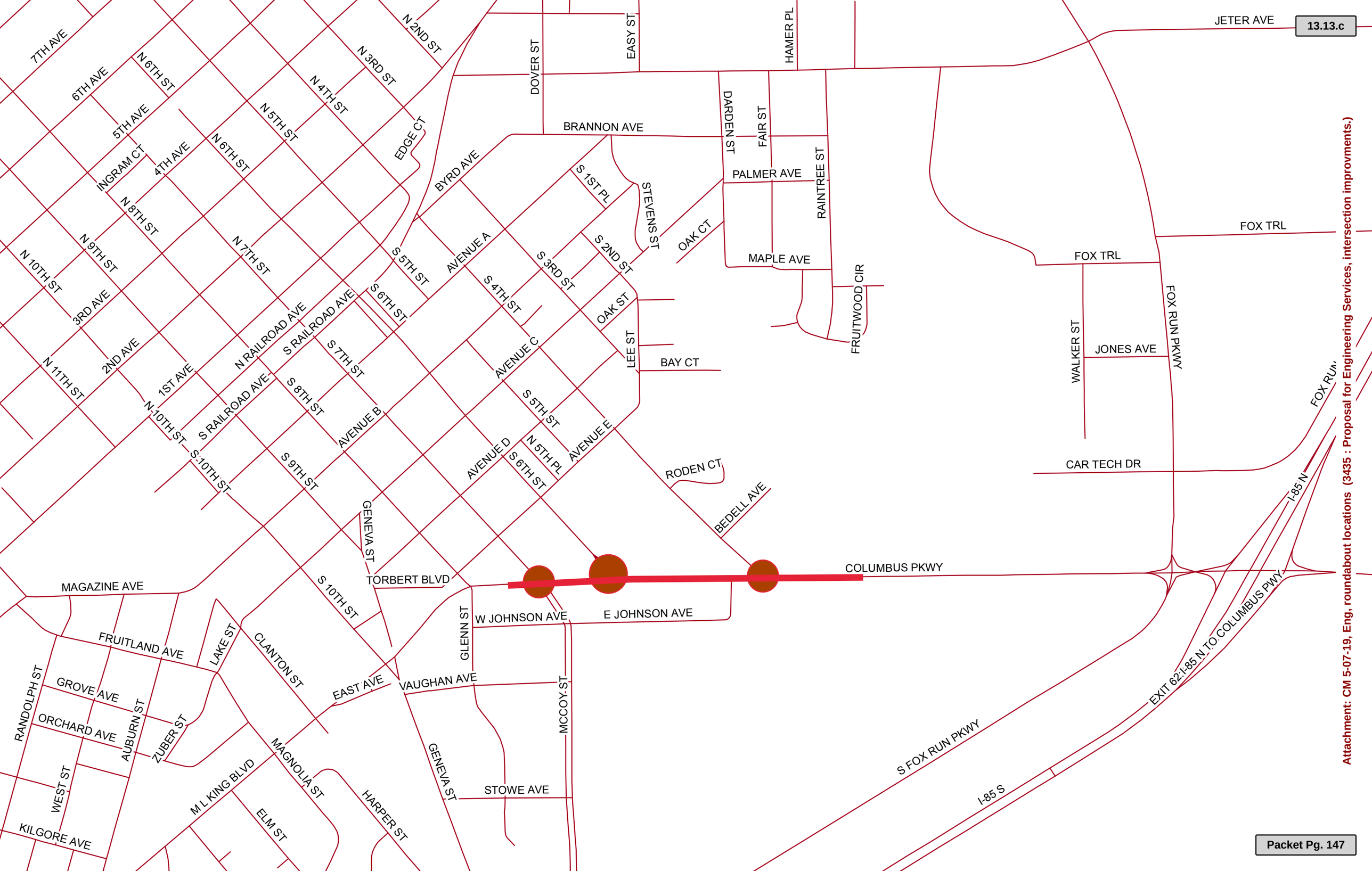
Total Out-of-pocket Expenses $ 1,937.75

Comments:

*****You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Form Revised 1-3-13

Attachment: CM 5-07-19, Eng, ALDOT Estimate Templates (Revised 1-18-17)_As Negotiated (3435 : Proposal for Engineering Services,



Attachment: CM 5-07-19, Eng, roundabout locations (3435 : Proposal for Engineering Services, intersection improvments.)

PRELIMINARY ENGINEERING, RIGHT - OF - WAY, UTILITY, AND CONSTRUCTION AGREEMENT FOR A FEDERAL AID PROJECT

BETWEEN THE STATE OF ALABAMA
AND
CITY OF OPELIKA
Lee County

Project No. HSIP-4119( )
CPMS Ref# 100069300, 100069306, 100069307, and 100069301

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Opelika, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the preliminary engineering, right-of-way acquisition, utility, and construction of intersection improvements on Columbus Parkway at 4th St., 6th St., and 7th St.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Cost for the project will be financed, when eligible for Federal participation, on the basis of 90 percent Federal funds and 10 percent CITY funds. Any deficiency in Federal Aid or overrun in costs will be borne by the CITY from CITY funds unless approved in writing by the STATE. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 90% of eligible costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
Federal Funds	$ 151,200.00
City Funds	$ 16,800.00

TOTAL (Incl Indirect Cost)	$ 168,000.00

Attachment: CM 5-07-19, Eng, HSIP-4119( )OPELIKA PE ROW UT CN AGR (3435 : Proposal for Engineering Services, intersection

RIGHT-OF-WAY

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	$ 256,500.00
City Funds	$ 28,500.00
TOTAL (Incl Indirect Cost)	$ 285,000.00

UTILITY

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	$ 288,000.00
City Funds	$ 32,000.00
TOTAL (Incl CE&I and Indirect Cost)	$ 320,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	$ 1,089.000.00
City Funds	$ 121,000.00
TOTAL (Incl CE&I and Indirect Cost)	$ 1,210,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

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PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

B. The CITY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will be an eligible cost to the project.

The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.

C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost to the project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with

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the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the project.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. Associated Construction cost will be an eligible cost to the project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including State competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

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E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives,

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to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

By: _____
City Clerk (Signature)

R.G. Shuman
Type Name of Clerk

(AFFIX SEAL)

City of Opelika, Alabama

By: _____
As Mayor (Signature)

Gary Fuller
Type Name of Mayor

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

_____
Steven C. Graben, P.E.
South East Region Engineer

_____
D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer

_____
Don T. Arkle, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

_____
John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS 25 **DAY OF** January**, 20**19**.**

_____
KAY IVEY
GOVERNOR, STATE OF ALABAMA

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RESOLUTION NO. 314 -18

RESOLUTION AUTHORIZING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES PROJECT BETWEEN THE STATE OF ALABAMA AND THE CITY OF OPELIKA, ALABAMA

WHEREAS, the State of Alabama, acting by and through the Alabama Department of Transportation (hereinafter referred to as the "State"), and the City of Opelika, Alabama, a municipal corporation (hereinafter referred to as the "City") desire to enter into an agreement relating to a Highway Safety Improvement Program (HSIP) project with partial funding by the Federal Highway Administration for the intersection improvement project on Columbus Parkway at 4th Street, 6th Street and 7th Street; and

WHEREAS, a proposed Agreement for Construction for Project HSIP-4119 (the "Agreement") has been prepared and submitted to the City Council for approval, and the Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

WHEREAS, the proposed Agreement has an approved budget of $1,983,000.00 where the Federal share of this cost will be 90% or $1,784,700 and the 10% City share will be $198,300.

WHEREAS, this funding is to provide for the Preliminary Engineering (PE), Right-of-Way acquisition (RW), Utility relocation (UT), and Construction (CN) for the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, as follows:

1. That the proposed Agreement to be entered into between the State and the City, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, authorized, ratified, and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Agreement.

2. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City and the City Clerk is hereby authorized to attest the same and to affix the seal of the City thereto.

3. That any officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

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4. The City's share of the project, i.e. $198,300 shall be paid from the Unassigned Fund Balance.

5. That this Resolution shall take effect upon its passage and adoption by the City Council.

BE IT FURTHER RESOLVED that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

ADOPTED AND APPROVED this the 20th day of November, 2018.

PRESIDENT OF THE CITY COUNCIL OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

CERTIFICATE

I, the undersigned qualified and acting Clerk of the City of Opelika, do hereby certify that the above and foregoing is a true and correct copy of a resolution passed and adopted by the City Council of the City of Opelika, Alabama, at a regular meeting of such Council held on the 20th day of November, 2018, and such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the 21st day of November, 2018.

CITY CLERK

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EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

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EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

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EXHIBIT H

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EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

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EXHIBIT H

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

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records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

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The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

Attachment: CM 5-07-19, Eng, HSIP-4119( )OPELIKA PE ROW UT CN AGR (3435 : Proposal for Engineering Services, intersection

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

Attachment: CM 5-07-19, Eng, HSIP-4119( )OPELIKA PE ROW UT CN AGR (3435 : Proposal for Engineering Services, intersection

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment: CM 5-07-19, Eng, HSIP-4119( )OPELIKA PE ROW UT CN AGR (3435 : Proposal for Engineering Services, intersection

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Attachment: CM 5-07-19, Eng, HSIP-4119( )OPELIKA PE ROW UT CN AGR (3435 : Proposal for Engineering Services, intersection

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

1-20

Rev. 10/2017

Attachment: CM 5-07-19, Eng, HSIP-4119( )OPELIKA PE ROW UT CN AGR (3435 : Proposal for Engineering Services, intersection

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: _____
BUREAU CHIEF/REGION ENGINEER

APPROVAL: _____
CHIEF ENGINEER

APPROVAL: _____ NOVEMBER 1, 2017
TRANSPORTATION DIRECTOR DATE

1-20

Rev. 10/2017

Attachment: CM 5-07-19, Eng, HSIP-4119( )OPELIKA PE ROW UT CN AGR (3435 : Proposal for Engineering Services, intersection

RESOLUTION NO. (ID # 3411)

Amend Annual Appropriation to Lee-Russell Council of Governments

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT TO ANNUAL BUDGET RESOLUTION BY INCREASING THE APPROPRIATION TO LEE-RUSSELL COUNCIL OF GOVERNMENTS

WHEREAS, pursuant to Resolution No. 204-18, adopted on September 4, 2018, the City Council approved the annual budget for the fiscal year ending September 30, 2019; and

WHEREAS, the City Council approved an appropriation from the General Fund to Lee-Russell Council of Governments for the fiscal year ending September 30, 2019 in the amount of $148,835; and

WHEREAS, Lee-Russell Council of Governments had requested an additional appropriation in the amount of $18,493 from each member government for the purchase of 4 new buses and installation of a security camera system on all buses for the Lee-Russell Public Transit System; and

WHEREAS, the City Council desires to increase the appropriation to Lee-Russell Council of Governments by the amount of $18,493.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, as follows:

1. That the General Fund Budget for the fiscal year ending September 30, 2019 is amended to increase the appropriation to Lee-Russell Council of Governments by

$18,493. This will result in a total appropriation to Lee-Russell Council of Governments in the amount of $167,328.

2. That the additional amount of $18,493 shall be paid from the Unassigned Fund Balance.

3. The Mayor and Controller are hereby authorized and directed to make the necessary accounting and budgetary entries to carry into effect the intent of this Resolution.

4. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Contract.

5. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2019.

_____

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

RESOLUTION NO. (ID # 3399)

Annual authorization to Levy tax on property within Opelika.

RESOLUTION NO. _____

ANNUAL AUTHORIZATION - LEVY OF TAX ON PROPERTY

SITUATED WITHIN THE CORPORATE LIMITS

OF THE CITY OF OPELIKA, ALABAMA

BE IT RESOLVED by the City Council of the City of Opelika, Alabama, a Municipal corporation, as follows:

1. That, under and by virtue of the provisions of Section 11-51-42 of the

   Code of Alabama, 1975, and pursuant to the appropriate provisions of the Constitution of Alabama and the general laws of the State, the following taxes are levied on property situated in the City of Opelika on the value assessed for taxation and as shown on the Books of Assessment for the State of Alabama and Lee County for which taxes of the City will become due and payable on October 1st, 2019:

(a) One-half of one per centum (5 mills) for the General Fund of the City, pursuant to Section 216 of the Constitution of Alabama of 1901.

(b) One-half of one per centum (5 mills) for debt service pursuant to Amendment No. 8 of the Constitution of Alabama of 1901.

(c) One-half of one per centum (5 mills) for educational purposes pursuant to Amendment No. 147 of the Constitution of Alabama of 1901, most recently voted on February 13th, 2018.

(d) One and 10/100 per centum (11 mills) for the support and furtherance of education pursuant to Amendment No. 8 of the Constitution of Alabama of 1901, most recently voted on January 25th, 2000.

Said taxes shall be levied and collected in addition to all other taxes levied under appropriate provisions of the Constitution of Alabama and general laws of the state.

2. That Resolution no. 081-19, adopted on April 2, 2019, is hereby repealed.

3. That the City Clerk is hereby authorized and directed on or before June 1st, 2019 to certify and deliver to the Revenue Commission of Lee County, Alabama a copy of this Resolution.

ADOPTED and APPROVED this the _____ day of _____, 2019.

_____

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. (ID # 3408)

Annual MWPP Reports for East and West Sewer Treatment Plants

RESOLUTION NO. _____

WHEREAS, the MWPP Annual Reports for the Eastside Wastewater Treatment Plant and the Westside Wastewater Treatment Plant have been reviewed and updated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, a municipal corporation, as follows:

The City of Opelika shall inform the Department of Environmental Management that the following actions were taken:

1. Reviewed the MWPP Annual Reports for the Eastside and Westside Wastewater Treatment Plants; a copy of said reports is available in the City Clerk's office.

2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:

   a) The city will currently be reviewing an expansion of the Westside Facility.
   b) The city is currently designing upgrades to several lift stations.
   c) The city will be installing selected transmission lines.

APPROVED and ADOPTED this the _____ day of _____, 2019.

_____

C. E. “Eddie” Smith, Jr.,

President, City Council

City of Opelika, Alabama

Attest:

_____

Robert G. Shuman, CMC
City Clerk - Treasurer

MUNICIPAL WATER POLLUTION PREVENTION (MWPP)

ANNUAL REPORT

SUBMITTED BY:

TREATMENT FACILITY: Eastside WWTP NPDES #: AL0059218

MUNICIPALITY: Opelika COUNTY: Lee

CONTACT PERSON: Michael J. Hilyer
Responsible Official
Public Works Director
Title
Telephone #: (334)705-5413 Fax #: (334)705-5452
Email Address: mhilyer@opelika-al.gov

CHIEF OPERATOR: Derrick Askew
Name
Telephone #: (334)705-5470 Fax #: (334)705-5452
Email Address: daskew@opelika-al.gov
Date: 4/18/19

REVIEWED BY: _____
Consulting Engineer
Telephone #: _____ Fax #: _____
Date: _____

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

MWPP Annual Report
Information Source List

The following information will be needed to complete the compliance maintenance report that covers the calendar year of 2018 (due **May 31,** 2019).

Part 1
- A. The average plant influent flow for each month (million gallons per day/MGD) during the year.
- B. The average plant influent BOD (CBOD) for each month (mg/l and lb/day) in the year.
- C. The plant's average design flow (MGD) and design BOD (CBOD) loading (lbs/day).

Part 2
- A. The monthly average permit and DMR effluent concentration for BOD (CBOD), TSS, NH3-N, and/or TKN in mg/l for the year
- B. The monthly average effluent limits and DMR loading for BOD (CBOD), TSS, NH3-N, and/or TKN in lbs/day for the year

Part 3 The age of the treatment plant defined as the number of years since the last major reconstruction to increase the organic or hydraulic capacity of the plant. The last calendar year minus the year the new construction was brought on-line.

Part 4 Bypass and overflow information. This is the number of bypass or overflow events of untreated wastewater due to heavy rain or equipment failure whether intentional or inadvertent from all collection systems tributary to the treatment facility.

Part 5
- A. Describe the characteristics and quantity of sludge generated.
- B. If sludge is landspread, how many months of sludge storage does the plant have? This should include on-site and off-site storage from the treatment plant. The digestor capacity may be used in the calculation.

Part 6
- A. Sludge Disposal Method
- B. The number of approved land disposal sites for sludge available, and how many months or years these disposal sites will these be available for use.

Part 7 The number of sewer extensions installed in the community last year, the design population, design flow, and design BOD (CBOD) for each sewer extension.

Part 8 Operator Certification

Part 9 Financial Status

Part 10 Subjective Evaluation

Part 11 Summary Sheet

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Instructions to the Operator-in-Charge

1. Complete all sections of the MWPP Report to the best of your ability.

2. Parts 1 through 8 contain questions for which points will be generated. These points are intended to communicate to the Department and the governing body or owner the actions necessary to prevent effluent violations. Enter the point totals from Parts 1 through 8 on Part 11: Summary Sheet.

3. Add the point totals on Part 11: Summary Sheet.

4. Submit the MWPP Report to the governing body and the consulting engineer and owner for review and approval.

5. The governing body should pass a resolution which contains the following points:

   a. The resolution should acknowledge the governing body or owner has reviewed the MWPP Report.

   b. The resolution should indicate what actions will be taken to prevent effluent violations.

   c. The resolution should provide any other information the governing body or owner deems appropriate.

6. **The MWPP Report and the resolution must be submitted by May 31st to Municipal Section, Water Division, ADEM, P.O. Box 301463, Montgomery, AL 36130-1463.**

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: Eastside WWTP

Part 1: Influent Loading/Flows

A. List the average monthly volumetric flows and BOD_5 ($CBOD_5$) loadings received at your facility during the last calendar year.

Month	Column 1 Average Monthly Flowrate (MGD)	Column 2 Average Monthly BOD_5 ($CBOD_5$) Concentration (mg/l)	Column 3 Average Loading BOD_5 ($CBOD_5$) (lbs/day**)
January	1.46	146	1839
February	1.62	132	1797
March	1.48	118	1511
April	1.41	136	1632
May	2.33	126	1657
June	1.87	109	1727
July	1.75	129	2715
August	1.75	129	1882
September	1.66	151	2084
October	1.79	135	1990
November	2.04	144	2499
December	2.39	143	2783
Annual Avg.	1.80	133	2010

** As reported on NPDES Discharge Monitoring Reports (DMRs) and as required by EPA's NPDES Self-Monitoring System, User Guide, March 1985.

B. List the average design flow and average design BOD_5 ($CBOD_5$) loading for the facility below. If you are not aware of these design quantities, contact your consulting engineer.

	Average Design Flow	Average Design BOD_5 ($CBOD_5$) Loading (lbs/day)
Design Criteria	5.0	10,425
90% of the Design Criteria	4.5	9,383

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

C. How many times did the monthly flow (Column 1) to the WWTP exceed 90% of design flow?

0 (Check the appropriate point total)

☐ 0 - 4 = 0 points ☐ 5 or more = 5 points

D. How many times did the monthly flow (Column 1) to the WWTP exceed the design flow?

0 (Check the appropriate point total)

☐ 0 = 0 points ☐ 1 – 2 = 5 points ☐ 3 – 4 =10 points ☐ 5 or more =15 points

E. How many times did the monthly BOD_5 ($CBOD_5$)* loading (lbs/day) (Column 3) to the WWTP exceed 90% of the design loading?

0 (Check the appropriate point total)

☐ 0 -1 = 0 points ☐ 2 – 4 =5 points ☐ 5 or more =10 points

F. How many times did the monthly BOD_5 ($CBOD_5$)* loading (lbs/day) (Column 3) to the WWTP exceed the design loading?

0 (Check the appropriate point total)

☐ 0 = 0 points ☐ 1 = 10 points ☐ 2 =20 points ☐ 3 =30 points ☐ 4 =40 points ☐ 5 or more =50 point

G. Enter each point value marked for C through F and enter the sum in the appropriate blank below.

C points = 0

D points = 0

E points = 0

F points = 0

TOTAL POINTS VALUE FOR PART 1 0

Enter this value on Part 11: Summary Sheet.

*To obtain equivalent BOD_5 loading for comparison with design loading for those permittees using influent $CBOD_5$, divide annual average $CBOD_5$, loading in lbs/day from Part 1, A by 0.7.

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: Eastside WWTP

Part 2: Effluent Quality/Plant Performance

A. List the monthly average permit limits for the facility in the blanks below and the average monthly effluent DMR BOD_5, ($CBOD_5$) TSS, NH_3-N and/or TKN concentration produced by the facility during the last calendar year.

(1) NPDES Permit Concentration

	Months	BOD_5 ($CBOD_5$) (mg/l)	TSS (mg/l)	NH_3-N (mg/l)	TKN (mg/l)
Permit Limit	5-11	9	30	2.0	REPORT
	12-4	15	30	2.0	REPORT

(2) DMR Concentration

Qtr	Month	BOD_5 ($CBOD_5$) (mg/l)	TSS (mg/l)	NH_3-N (mg/l)	TKN (mg/l)
1	January	1.66	5.1	0.06	1.12
	February	1.67	6.5	0.11	0.76
	March	2.02	6.0	0.11	1.00
2	April	1.75	6.3	0.13	1.58
	May	2.03	4.6	0.10	0.83
	June	1.86	4.6	0.07	0.92
3	July	1.77	5.0	0.07	1.07
	August	1.81	4.5	0.05	1.19
	September	1.72	2.4	0.04	0.94
4	October	1.53	2.7	0.04	0.97
	November	1.73	4.2	0.03	1.13
	December	1.72	4.1	0.04	0.80
	Annual Avg.	1.77	4.67	0.07	1.03

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

B. List the monthly average permit limit and DMR loadings below.

(1) NPDES Permit Loading

	Months	BOD_5 ($CBOD_5$) (lbs/day)	TSS (lbs/day)	NH_3-N (lbs/day)	TKN (lbs/day)
Permit Limit	5-11	375	1251	83.4	REPORT
	12-4	625	1251	166	REPORT

(2) DMR Loading

Qtr	Month	BOD_5 ($CBOD_5$) (lbs/day)	TSS (lbs/day)	NH_3-N (lbs/day)	TKN (lbs/day)
1	January	20.9	64.5	0.83	13
	February	22.7	90.3	1.49	11
	March	26.0	78.4	1.37	11
2	April	21.4	77.6	1.58	19
	May	26.3	61.2	2.08	9
	June	29.0	72.7	1.23	18
3	July	25.5	72.2	1.14	16
	August	26.4	65.4	0.85	21
	September	24.2	32.8	0.66	15
4	October	22.7	40.3	0.74	13
	November	29.6	72.7	0.52	18
	December	34.5	83.1	0.86	14
	Annual Avg.	25.8	67.6	1.11	14.8

C. During the past year did the BOD_5 ($CBOD_5$) concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

D. During the past year did the BOD_5 ($CBOD_5$) concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

E. During the past year did the effluent TSS concentration (mg/l) or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

F. During the past year did the TSS concentration (mg/l) and/or loading (lbs/day) exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

G. During the past year did the NH_3-N or TKN concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

H. During the past year did either the NH_3-N or TKN concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

I. Enter each point value checked for C through H in the blanks below.

C Points = 0

D Points = 0

E Points = 0

F Points = 0

G Points = 0

H Points = 0

HIGHEST INDIVIDUAL POINT VALUE FOR PART 2 (C-H) 0 (HIGHEST POINT = 121)
Enter this value on Part 11: Summary Sheet.

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: Eastside WWTP

Part 3: Age of the Wastewater Treatment Facility

A. What year was the wastewater treatment plant constructed or last reconstructed? 2006

Subtract the above answer from the report year to determine age:

Age = (Last Calendar year) - (Answer to A)

Age 12 = (2018) - (2006)

Enter Age in Part C below.

B. Check the type of treatment facility employed.

		Factor
X	Mechanical Treatment Plant	2.0
	Aerated Lagoon	1.5
	Stabilization Pond	1.0
	Other (Specify: _____)	1.0

C. Multiply the factor listed next to the type of the facility your community employs by the age of your facility to determine the total point value for Part 3:

2.0 (Factor) x 12 (Age) = 24 TOTAL POINT VALUE FOR PART 3

Enter the above value on Part 11: Summary Sheet. If the total point value exceeds 40, enter 40 on Part 11: Summary Sheet.

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: Eastside WWTP

Part 4: Bypassing and Overflows

A. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to heavy rain? 0

B. How many bypass or overflow events of untreated wastewater occurred in the last year prior to the headworks of the WWTP due to heavy rain? 0

C. How many of the bypass or overflow events listed in Parts A and B have been corrected such that future bypass or overflow events at the same location due to heavy rain are not anticipated? 0

D. Add together Answers A and B and subtract Answer C from that total.

A + B – C = 0 (Check the appropriate point total.)

- [x] 0 = 0 points
- [ ] 1 = 5 points
- [ ] 2 =10 points
- [ ] 3 =15 points
- [ ] 4 =20 points
- [ ] 5 =25 points
- [ ] 6 = 30 points
- [ ] 7 = 35 points
- [ ] 8 =40 points
- [ ] 9 =45 points
- [ ] 10 =50 points
- [ ] 11 or more =100 points

E. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to equipment failure? (This includes clogged/broken lines or manholes.) 0

F. How many bypass or overflow events of untreated wastewater occurred in the last year due to equipment failure prior to the headworks of the WWTP? (This includes clogged/broken lines or manholes.) 0

G. How many of the bypass or overflow events listed in Parts E and F have been corrected such that future bypass or overflow events at the same location due to the same equipment failure are not anticipated? 0

H. Add together Answers E and F and subtract Answer G from that total.

E + F – G = 0 (Check the appropriate point total.)

- [x] 0 = 0 points
- [ ] 1 = 5 points
- [ ] 2 =10 points
- [ ] 3 =15 points
- [ ] 4 =20 points
- [ ] 5 =25 points
- [ ] 6 = 30 points
- [ ] 7 = 35 points
- [ ] 8 =40 points
- [ ] 9 =45 points
- [ ] 10 =50 points
- [ ] 11 or more =100 points

I. Add point values checked in D and H and enter the total in the blank below.

TOTAL POINT VALUE FOR PART 4 0
Enter this value on Part 11: Summary Sheet.

All bypass or overflow events that have occurred in the last year (for any reason) must be individually reported with this MWPP report.

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: Eastside WWTP

Part 5: Sludge Quantity and Storage

A. Please provide information concerning sludge quantity, characteristics, and storage practices based on available data as requested on the *MWPP Sewage Sludge Survey,* ADEM Form 419.

B. How many months of sludge storage capacity does the wastewater treatment facility have available, either on-site or off-site? (i.e., How many months can the facility operate without land spreading or disposing of sludge?) 12+

(Check the appropriate point total.)

Greater than or equal to 4 months	[x]	= 0 points
Less than 4 months, but greater than or equal to 3 months	[ ]	= 10 points
Less than 3 months, but greater than or equal to 2 months	[ ]	= 20 points
Less than 2 months, but greater than or equal to 1 month	[ ]	= 30 points
Less than one month	[ ]	= 50 points

TOTAL POINT VALUE FOR PART 5 0
Enter this value on Part 11: Summary Sheet.

Part 6: Sludge Disposal Practices and Sites

A. Please provide the sludge disposal practices and site information based on available data as requested on the *MWPP Sewage Sludge Survey,* ADEM Form 419.

B. How many months or years does the facility have access to and approval for sufficient land disposal sites to provide proper land disposal? (Check the appropriate point total.)

36 or more months	[■]	= 0 points
24 - 35 months	[ ]	= 10 points
12 - 23 months	[ ]	= 20 points
6 - 11 months	[ ]	= 30 points
Less than 6 months	[ ]	= 50 points

TOTAL POINT VALUE FOR PART 6 0
Enter this value on Part 11: Summary Sheet.

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: Eastside WWTP

Part 7: New Development

Are there any major new developments (industrial, commercial, or residential) in the last calendar year or anticipated in the next 2-3 years such that either flow or BOD_5 ($CBOD_5$) loadings to the sewage system could significantly increase? Estimate additional loadings below.

Design Population Equivalent (PE): _____ Design Flow: _____ MGD Design BOD_5 ($CBOD_5$): _____ lbs/day

List industrial and/or residential developments.

_____

_____

_____

_____

Will the additional loading overload the plant?
(Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

Enter the point total in the blank below.

TOTAL POINT VALUE FOR PART 7 ____0____ (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Part 8: Operator Certification

Complete the *Plant and Collection System Personnel Inventory,* ADEM Form 441.

Do both the plant operator and collection system staffing comply with ADEM Administrative Code; Division 10, Operator Certification Program?
(Check the appropriate point total.)

☒ Yes = 0 points ☐ No = 121 points

TOTAL POINT VALUE FOR PART 8 ____0____ (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: Eastside WWTP

Part 9: Financial Status

A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses? If no, how are O&M costs being financed? ***Include user charge rates***.

Fee's are charged for size of tap and length. Ranges from 4" at $1,160 for tap and $10.00/ linear foot to 6" tap at $1,200 and $12.00/ linear foot.

Residential Minimum $15.25 (3/4") Plus rate 1.76 /1,000 gal.

Industrial Minimum $15.25 (2") Plus rate 1.76 /1,000 gal.

Monthly residential rate based on 6,000 gallons usage $ $25.81

B. What financial resources are available to pay for the wastewater improvements and/or reconstruction needs?

Capitol Budget of City.

C. Please attach a rate sheet and the most recent audit, if available.

Part 10: Subjective Evaluation

A. Describe briefly the physical and structural conditions of the wastewater treatment facility.

Corrosion of some equipment is a problem in areas of the infrastructure: the grounds are in neat condition and physical condition is good.

B. Describe the general condition of the sewer system (sewer lines, manholes, lift stations).

Moderate Inflow/ Infiltration during heavy rainfall events. All lift stations operating as designed.

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

C. What sewage system improvements does the community have planned for construction in the next 5 years?

D. What is the theoretical design life of the plant, and what is the estimated remaining useful life of the wastewater treatment facility?

15 - 20 years.

E. What problems, if any, over the last year have threatened treatment or conveyance within the system?

F. Is the community presently involved in formal planning for treatment facility upgrading?

No

G. How many days in the last year were there residential backups at any point in the collection system for any reason other than clogging of the lateral connection? 0

H. Does the plant have a written plan for preventive maintenance on major equipment items? If yes, describe.

We have a preventive maintenance program employed at the facility using a card system to identtify all equipment at the facility.

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

I. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment?

(Check the appropriate response.) ☒ Yes ☐ No

J. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly?

(Check the appropriate response.) ☒ Yes ☐ No

K. Describe any major repairs or mechanical equipment replacement made in the last year and include the approximate cost for those repairs. Do not include major treatment plant construction or upgrading programs.

Influent pump $12,000: UV Bulbs $5,000

Drive Unit $12,000

L. List any additional comments. (Attach additional sheets if necessary.)

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: Eastside WWTP

Part 11: Summary Sheet

1. Enter in the values from Parts 1 through 8 in the left column below. Add the numbers in the left column to determine the MWPP Report point total the wastewater system generated for the previous calendar year.

Actual Values	Maximum Possible
Part 1 0 points	80 points
Part 2 0 points	121 points
Part 3 24 points	40 points
Part 4 0 points	200 points
Part 5 0 points	50 points
Part 6 0 points	50 points
Part 7 0 points	121 points
Part 8 0 points	121 points
Total 24 points	783 points

2. Check the facility type that best describes the plant's treatment and disposal of wastewater.

- [x] Mechanical plant with surface water discharge
- [ ] Aerated Lagoon or stabilization pond with surface water discharge
- [ ] Mechanical plant using land disposal of liquid wastes
- [ ] Aerated Lagoon or stabilization pond using land disposal of liquid wastes

3. Check the range that describes the action needed to address problems identified in the report.

- [x] 0 - 70 points Actions as Appropriate*
- [ ] 71 - 120 points Departmental Recommendation Range*
- [ ] 121 – 783 points Municipality Action Range*

***Other actions may be required by NPDES outside the scope of this report.**

4. Complete the *Municipal Water Pollution Prevention Resolution Form*, ADEM Form 418.

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

5. In Question 1, do any of the actual point values in the left column equal the maximum possible points in the right column?

(Check the appropriate response.) ☐ Yes ☒ No

If yes, provide a written explanation for this situation in the space below.

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

MWPP SEWAGE SLUDGE SURVEY

Note: Permittees that submitted the "Annual Report Review Form" for sludge to the EPA may submit a copy with the MWPP in lieu of this Attachment

Facility Background Information:

1. Facility Information — Permit Number: AL0059218
   - Name: City of Opelika Eastside WWTP
   - Street Address: 3010 Columbus Pkwy.
   - County: Lee
2. Facility Contact
   - Name: Michael J. Hilyer
   - Title: Public Works Director
   - Telephone: (334)705-5413
   - Permittee Name: City of Opelika
   - Mailing Address: 700 Fox Trail
     Opelika,Al. 36801

Facility Flow Information:

1. Facility Wastewater Treatment Capacity
   - Average Daily Flow: 1.8 MGD
   - Facility Design Capacity: 5.0 MGD
2. Estimated Septage Quantity Handled (Residuals Removed from Septic Tank Systems)
   - Average Domestic Septage: 0 gallons per month
   - Average Commercial Septage: 0 gallons per month
3. Method of Septage Processing
   - ☐ Mixed with Influent Wastewater for Treatment
   - ☐ Mixed with Sewage Sludge
   - ☐ _____
4. Estimated Percentage Contributing Wastewater Flow
   - Residential: 85 %
   - Industrial: 15 %
   - Other: 0 % Describe: _____
5. List type of wastewater treatment process(es) utilized at this facility:
   _____
   _____
6. Estimated sewage sludge wasting rate at this facility: _____ lb/day dry weight
   or 4,500 gallons per day
7. Estimated untreated sludge received from off site: _____ lb/day dry weight
   or 0 gallons per day
8. Estimated percent solids of combined sewage sludge prior to treatment: 7.5 %

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

9. List the sewage sludge treatment processes used in preparing sludge for final use or disposal:

	Sludge Quantity (untreated pounds per day)
Activated Sludge, Secondary Treatment	28.2

10. Estimate the total volume of sludge generated: 0.4 (dry U.S. tons per year)

Sludge Disposal Methods

1. Which of the following describes the current method of sewage sludge disposal for this facility?

	Current Practices		Quantity (dry U.S. tons/year)	Proposed Practices	
	Approved by ADEM Yes	Approved by ADEM No		Approved by ADEM Yes	Approved by ADEM No
a. ☐ Land Application, Bulk Shipped	☐	☐		☐	☐
☐ Agriculture	☐	☐		☐	☐
☐ Forest	☐	☐		☐	☐
☐ Public Contact	☐	☐		☐	☐
☐ Lawn/Home Garden	☐	☐		☐	☐
b. ☐ Land Application, Bagged/Other Container	☐	☐		☐	☐
☐ Agriculture	☐	☐		☐	☐
☐ Forest	☐	☐		☐	☐
☐ Public Contact	☐	☐		☐	☐
☐ Lawn/Home Garden	☐	☐		☐	☐
c. ☐ Incineration	☐	☐		☐	☐
d. ☐ Subtitle D Landfill (Disposal Only)	☐	☐		☐	☐
e. ☐ Lined Treatment Lagoon or Stabilization Pond	☐	☐		☐	☐
f. ☐ Unlined Lagoon or Stabilization Pond	☐	☐		☐	☐
g. ☐ Other (Please Describe)	☐	☐		☐	☐

2. If "f" was selected above and sludge is stored for two (2) or more years, enter the distance between the surface disposal site and the property line: 150 feet

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Pollutant Concentrations:

1. Enter the total concentrations of the following analytes using existing data. **Do not enter TCLP results.**

Analyte	Concentration (mg/kg or ppm)	Sample Type	Sample Date	Detection Level Of Analysis
Arsenic				
Cadmium				
Chromium				
Copper				
Lead				
Mercury				
Molybdenum				
Nickel				
Selenium				
Zinc				
Ammonium-Nitrogen				
Nitrate-Nitrogen				
Total Kjeldahl Nitrogen				

2. Enter the estimated or determined percent solids of the sewage sludge when sampled for the above analysis: _____%

Treatment Provided for Sewage Sludge at the Facility:

1. Which class of pathogen reduction does the sewage sludge meet at the facility? (As defined in 40 CFR Part 503)

☐ Class A

- ☐ Alternative A1 – Time and Temperature
- ☐ Alternative A2 – Alkaline Treatment
- ☐ Alternative A3 – Analysis and Operation
- ☐ Alternative A4 – Analysis Only
- ☐ Alternative A5 – Process to Further Reduce Pathogens (PFRP)
  - ☐ Heat Drying ☐ Thermophilic Aerobic Digestion ☐ Heat Treatment
  - ☐ Pasteurization ☐ Gamma Ray Irradiation ☐ Beta Ray Irradiation ☐ Composting
- ☐ Alternative A6 – PFRP Equivalent_____

☐ Class B

- ☐ Alternative B1 – Fecal Coliform Count
- ☐ Alternative B2 – Process top Significantly Reduce Pathogens (PSRP)
  - ☐ Aerobic Digestion ☐ Air Drying ☐ Anaerobic Digestion
  - ☐ Composting ☐ Lime Stabilization
- ☐ Alternative B3 – PSRP Equivalent_____

☐ Neither or Unknown

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Vector Attraction Control:

- ☐ Option 1 – Minimum 38% Reduction in Volatile Solids
- ☐ Option 2 – Anaerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- ☐ Option 3 – Aerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- ☐ Option 4 – Specific Oxygen Uptake Rate (SOUR) for Aerobically Digested Sludge
- ☐ Option 5 – Aerobic Processes plus Elevated Temperature
- ☐ Option 6 – Raised pH to 12 and Retained at 11.5
- ☐ Option 7 – 75% Solids with No Unstabilized Solids
- ☐ Option 8 – 90% Solids with Unstabilized Solids
- ☐ Option 9 – Injection Below Land Surface
- ☐ Option 10 – Incorporation into Soil within 6 or 8 Hours
- ☐ Option 11 – Covering Active Sewage Sludge Unit Daily
- ☐ None of the Above

Groundwater Monitoring:

1. If disposal practice is surface disposal or land application, is groundwater monitoring required or performed at this site? ☐ Yes* ☐ No

   *If yes, please submit a copy of the groundwater monitoring reports along with this survey. Also, please provide the approximate depth to groundwater and the groundwater monitoring procedures used to obtain the data.

Land Application of Sewage Sludge:

Answer the following questions if sewage sludge is applied to land.

1. If sewage sludge is land applied in bulk form, what type of crop or other vegetation is grown on this site?

   _____

   _____

   _____

2. If sewage sludge is land applied in bulk form, what is the nitrogen requirement for this crop or vegetation?

   _____

   _____

   _____

3. If sewage sludge is land applied in bulk form, briefly describe the nature of any complaints filed from neighbors?

   _____

   _____

   _____

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

PLANT AND COLLECTION SYSTEM PERSONNEL INVENTORY

FACILITY NAME: City of Opelika Eastside WWTP PLANT GRADE: III

PERMIT NUMBER: AL0059218

PLANT SUPERINTENDENT: Derrick Askew TEL. # (334)705-5475

SYSTEM MANAGER: Michael J. Hilyer TEL. # (334)705-5413

PLANT OPERATORS:

	NAME	GRADE OR TRAINEE STATUS	OPERATOR NO.	EXP. DATE
1.	William Dawkins	IV	C001889	4/30/2021
2.	Cole Gedig	II	C008055	4/30/2021
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

COLLECTION SYSTEM OPERATORS:

1.	Rodney Thomas	IC	C005684	5/31/2019
2.				
3.				
4.				

	MAN HRS./WK	NUMBER
MANAGEMENT/SUPERVISOR	20	
OPERATOR(S):		
GRADE I-C		
GRADE I		
GRADE II	80	
GRADE III		
GRADE IV	80	
DESIGNATED TRAINEE(S)		
LABORATORY		
MAINTENANCE		
OTHER PLANT WORKERS	20	

AVERAGE NUMBER OF EMPLOYEES PER SHIFT:

1ST	2.5	START TIME	7:00 a
2ND			
3RD			

OPERATOR SHIFTS NORMALLY WORKED EACH DAY:

	SUN	MON	TUES	WED	THURS	FRI	SAT
1ST	X	X	X	X	X	X	X
2ND							
3RD							

ADEM USE ONLY

	YES	NO
1. DOES PLANT OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?		
2. DOES COLLECTION SYSTEM OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?		

ADEM FORM 441 8/02

Attachment: EASTSIDE 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

MUNICIPAL WATER POLLUTION PREVENTION (MWPP)

ANNUAL REPORT

SUBMITTED BY:

TREATMENT FACILITY: Westside WWTP NPDES #: AL0050130

MUNICIPALITY: Opelika COUNTY: Lee

CONTACT PERSON: Michael J. Hilyer
Responsible Official

Public Works Director
Title

Telephone #: (334)705-5413 Fax #: (334)705-5452

Email Address: mhilyer@opelika-al.gov.

CHIEF OPERATOR: Derrick Askew
Name

Telephone #: (334)705-5470 Fax #: (334)705-5452

Email Address: daskew@opelika-al.gov

Date: 4/18/19

REVIEWED BY: _____
Consulting Engineer

Telephone #: _____ Fax #: _____

Date: _____

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

MWPP Annual Report
Information Source List

The following information will be needed to complete the compliance maintenance report that covers the calendar year of 2018 (due **May 31,** 2019).

Part 1
A. The average plant influent flow for each month (million gallons per day/MGD) during the year.
B. The average plant influent BOD (CBOD) for each month (mg/l and lb/day) in the year.
C. The plant's average design flow (MGD) and design BOD (CBOD) loading (lbs/day).

Part 2
A. The monthly average permit and DMR effluent concentration for BOD (CBOD), TSS, NH3-N, and/or TKN in mg/l for the year
B. The monthly average effluent limits and DMR loading for BOD (CBOD), TSS, NH3-N, and/or TKN in lbs/day for the year

Part 3 The age of the treatment plant defined as the number of years since the last major reconstruction to increase the organic or hydraulic capacity of the plant. The last calendar year minus the year the new construction was brought on-line.

Part 4 Bypass and overflow information. This is the number of bypass or overflow events of untreated wastewater due to heavy rain or equipment failure whether intentional or inadvertent from all collection systems tributary to the treatment facility.

Part 5
A. Describe the characteristics and quantity of sludge generated.
B. If sludge is landspread, how many months of sludge storage does the plant have? This should include on-site and off-site storage from the treatment plant. The digestor capacity may be used in the calculation.

Part 6
A. Sludge Disposal Method
B. The number of approved land disposal sites for sludge available, and how many months or years these disposal sites will these be available for use.

Part 7 The number of sewer extensions installed in the community last year, the design population, design flow, and design BOD (CBOD) for each sewer extension.

Part 8 Operator Certification

Part 9 Financial Status

Part 10 Subjective Evaluation

Part 11 Summary Sheet

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Instructions to the Operator-in-Charge

1. Complete all sections of the MWPP Report to the best of your ability.

2. Parts 1 through 8 contain questions for which points will be generated. These points are intended to communicate to the Department and the governing body or owner the actions necessary to prevent effluent violations. Enter the point totals from Parts 1 through 8 on Part 11: Summary Sheet.

3. Add the point totals on Part 11: Summary Sheet.

4. Submit the MWPP Report to the governing body and the consulting engineer and owner for review and approval.

5. The governing body should pass a resolution which contains the following points:

   a. The resolution should acknowledge the governing body or owner has reviewed the MWPP Report.

   b. The resolution should indicate what actions will be taken to prevent effluent violations.

   c. The resolution should provide any other information the governing body or owner deems appropriate.

6. **The MWPP Report and the resolution must be submitted by May 31st to Municipal Section, Water Division, ADEM, P.O. Box 301463, Montgomery, AL 36130-1463**.

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: Westside WWTP

Part 1: Influent Loading/Flows

A. List the average monthly volumetric flows and BOD_5 ($CBOD_5$) loadings received at your facility during the last calendar year.

Month	Column 1 Average Monthly Flowrate (MGD)	Column 2 Average Monthly BOD_5 ($CBOD_5$) Concentration (mg/l)	Column 3 Average Loading BOD_5 ($CBOD_5$) (lbs/day**)
January	2.1	125	2253
February	3.1	105	2774
March	2.7	118	2749
April	2.5	121	2537
May	2.9	111	2751
June	2.9	106	2537
July	2.5	109	2297
August	2.5	123	2640
September	2.1	138	2484
October	2.2	187	2340
November	2.5	109	2034
December	3.3	112	2989
Annual Avg.	2.6	122	2532

** As reported on NPDES Discharge Monitoring Reports (DMRs) and as required by EPA's NPDES Self-Monitoring System, User Guide, March 1985.

B. List the average design flow and average design BOD_5 ($CBOD_5$) loading for the facility below. If you are not aware of these design quantities, contact your consulting engineer.

	Average Design Flow	Average Design BOD_5 ($CBOD_5$) Loading (lbs/day)
Design Criteria	4.0	6672
90% of the Design Criteria	3.6	6005

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

C. How many times did the monthly flow (Column 1) to the WWTP exceed 90% of design flow?

0 (Check the appropriate point total)

☐ 0 - 4 = 0 points ☐ 5 or more = 5 points

D. How many times did the monthly flow (Column 1) to the WWTP exceed the design flow?

0 (Check the appropriate point total)

☐ 0 = 0 points ☐ 1 – 2 = 5 points ☐ 3 – 4 =10 points ☐ 5 or more =15 points

E. How many times did the monthly BOD_5 ($CBOD_5$)* loading (lbs/day) (Column 3) to the WWTP exceed 90% of the design loading?

0 (Check the appropriate point total)

☐ 0 -1 = 0 points ☐ 2 – 4 =5 points ☐ 5 or more =10 points

F. How many times did the monthly BOD_5 ($CBOD_5$)* loading (lbs/day) (Column 3) to the WWTP exceed the design loading?

0 (Check the appropriate point total)

☐ 0 = 0 points ☐ 1 = 10 points ☐ 2 =20 points ☐ 3 =30 points ☐ 4 =40 points ☐ 5 or more =50 points

G. Enter each point value marked for C through F and enter the sum in the appropriate blank below.

C points = 0

D points = 0

E points = 0

F points = 0

TOTAL POINTS VALUE FOR PART 1 0

Enter this value on Part 11: Summary Sheet.

*To obtain equivalent BOD_5 loading for comparison with design loading for those permittees using influent $CBOD_5$, divide annual average $CBOD_5$, loading in lbs/day from Part 1, A by 0.7.

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: Westside WWTP

Part 2: Effluent Quality/Plant Performance

A. List the monthly average permit limits for the facility in the blanks below and the average monthly effluent DMR BOD_5, ($CBOD_5$) TSS, NH_3-N and/or TKN concentration produced by the facility during the last calendar year.

(1) NPDES Permit Concentration

	Months	BOD_5 ($CBOD_5$) (mg/l)	TSS (mg/l)	NH_3-N (mg/l)	TKN (mg/l)
Permit Limit	5-11	10	30	1.1	REPORT
	12-4	15	30	1.1	REPORT

(2) DMR Concentration

Qtr	Month	BOD_5 ($CBOD_5$) (mg/l)	TSS (mg/l)	NH_3-N (mg/l)	TKN (mg/l)
1	January	1.65	4.2	0.11	0.88
	February	1.75	5	0.34	1.09
	March	1.74	2.4	0.17	0.88
2	April	1.78	1.7	0.27	1.45
	May	1.99	1.9	0.18	0.64
	June	1.8	3	0.28	0.90
3	July	1.69	1.8	0.42	0.67
	August	1.81	1.8	0.38	2.07
	September	1.89	1.2	0.23	1.48
4	October	1.57	1.5	0.16	10.40
	November	1.62	1.6	0.12	1.48
	December	1.9	4.5	0.30	1.12
	Annual Avg.	1.76	2.55	0.25	1.9

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

B. List the monthly average permit limit and DMR loadings below.

(1) NPDES Permit Loading

	Months	BOD_5 ($CBOD_5$) (lbs/day)	TSS (lbs/day)	NH_3-N (lbs/day)	TKN (lbs/day)
Permit Limit	5-11	333	1000	36.6	REPORT
	12-4	500	1000	36.6	REPORT

(2) DMR Loading

Qtr	Month	BOD_5 ($CBOD_5$) (lbs/day)	TSS (lbs/day)	NH_3-N (lbs/day)	TKN (lbs/day)
1	January	30.8	83.1	2.1	13
	February	46.6	133.5	9.1	24
	March	40	54.1	4	20
2	April	38.6	36.7	5.7	28
	May	48.4	50.6	4.2	12
	June	42.7	70.3	6.6	31
3	July	35.2	36.6	8.8	13
	August	39.4	39.5	8.8	64
	September	34.9	22	4.3	27
4	October	28.4	29.1	3.4	182
	November	32.1	37.7	2.8	26
	December	51.7	131.7	9.7	20
	Annual Avg.	39.0	60.4	5.8	38.3

C. During the past year did the BOD_5 ($CBOD_5$) concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

D. During the past year did the BOD_5 ($CBOD_5$) concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

E. During the past year did the effluent TSS concentration (mg/l) or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

F. During the past year did the TSS concentration (mg/l) and/or loading (lbs/day) exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

G. During the past year did the NH_3-N or TKN concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

H. During the past year did either the NH_3-N or TKN concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

I. Enter each point value checked for C through H in the blanks below.

C Points = 0

D Points = 0

E Points = 0

F Points = 0

G Points = 0

H Points = 0

HIGHEST INDIVIDUAL POINT VALUE FOR PART 2 (C-H) 0 (HIGHEST POINT = 121)
Enter this value on Part 11: Summary Sheet.

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: WESTSIDE WWTP

Part 3: Age of the Wastewater Treatment Facility

A. What year was the wastewater treatment plant constructed or last reconstructed? 1986

Subtract the above answer from the report year to determine age:

Age = (Last Calendar year) - (Answer to A)

Age 32 = (2018) - (1986)

Enter Age in Part C below.

B. Check the type of treatment facility employed.

		Factor
X	Mechanical Treatment Plant	2.0
	Aerated Lagoon	1.5
	Stabilization Pond	1.0
	Other (Specify:)	1.0

C. Multiply the factor listed next to the type of the facility your community employs by the age of your facility to determine the total point value for Part 3:

2.0 (Factor) x 32 (Age) = 64 TOTAL POINT VALUE FOR PART 3

Enter the above value on Part 11: Summary Sheet. If the total point value exceeds 40, enter 40 on Part 11: Summary Sheet.

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: WESTSIDE WWTP

Part 4: Bypassing and Overflows

A. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to heavy rain? 0

B. How many bypass or overflow events of untreated wastewater occurred in the last year prior to the headworks of the WWTP due to heavy rain? 1

C. How many of the bypass or overflow events listed in Parts A and B have been corrected such that future bypass or overflow events at the same location due to heavy rain are not anticipated? 1

D. Add together Answers A and B and subtract Answer C from that total.

A + B – C = 0 (Check the appropriate point total.)

- ☐ 0 = 0 points
- ☐ 1 = 5 points
- ☐ 2 =10 points
- ☐ 3 =15 points
- ☐ 4 =20 points
- ☐ 5 =25 points
- ☐ 6 = 30 points
- ☐ 7 = 35 points
- ☐ 8 =40 points
- ☐ 9 =45 points
- ☐ 10 =50 points
- ☐ 11 or more =100 points

E. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to equipment failure? (This includes clogged/broken lines or manholes.) 0

F. How many bypass or overflow events of untreated wastewater occurred in the last year due to equipment failure prior to the headworks of the WWTP? (This includes clogged/broken lines or manholes.) 0

G. How many of the bypass or overflow events listed in Parts E and F have been corrected such that future bypass or overflow events at the same location due to the same equipment failure are not anticipated? 0

H. Add together Answers E and F and subtract Answer G from that total.

E + F – G = 0 (Check the appropriate point total.)

- ☐ 0 = 0 points
- ☐ 1 = 5 points
- ☐ 2 =10 points
- ☐ 3 =15 points
- ☐ 4 =20 points
- ☐ 5 =25 points
- ☐ 6 = 30 points
- ☐ 7 = 35 points
- ☐ 8 =40 points
- ☐ 9 =45 points
- ☐ 10 =50 points
- ☐ 11 or more =100 points

I. Add point values checked in D and H and enter the total in the blank below.

TOTAL POINT VALUE FOR PART 4 0
Enter this value on Part 11: Summary Sheet.

All bypass or overflow events that have occurred in the last year (for any reason) must be individually reported with this MWPP report.

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: WESTSIDE WWTP

Part 5: Sludge Quantity and Storage

A. Please provide information concerning sludge quantity, characteristics, and storage practices based on available data as requested on the *MWPP Sewage Sludge Survey,* ADEM Form 419.

B. How many months of sludge storage capacity does the wastewater treatment facility have available, either on-site or off-site? (i.e., How many months can the facility operate without land spreading or disposing of sludge?) 12+

(Check the appropriate point total.)

Greater than or equal to 4 months	☒	= 0 points
Less than 4 months, but greater than or equal to 3 months	☐	= 10 points
Less than 3 months, but greater than or equal to 2 months	☐	= 20 points
Less than 2 months, but greater than or equal to 1 month	☐	= 30 points
Less than one month	☐	= 50 points

TOTAL POINT VALUE FOR PART 5 0
Enter this value on Part 11: Summary Sheet.

Part 6: Sludge Disposal Practices and Sites

A. Please provide the sludge disposal practices and site information based on available data as requested on the *MWPP Sewage Sludge Survey,* ADEM Form 419.

B. How many months or years does the facility have access to and approval for sufficient land disposal sites to provide proper land disposal? (Check the appropriate point total.)

36 or more months	■	= 0 points
24 - 35 months	☐	= 10 points
12 - 23 months	☐	= 20 points
6 - 11 months	☐	= 30 points
Less than 6 months	☐	= 50 points

TOTAL POINT VALUE FOR PART 6 0
Enter this value on Part 11: Summary Sheet.

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: WESTSIDE WWTP

Part 7: New Development

Are there any major new developments (industrial, commercial, or residential) in the last calendar year or anticipated in the next 2-3 years such that either flow or BOD_5 ($CBOD_5$) loadings to the sewage system could significantly increase? Estimate additional loadings below.

Design Population Equivalent (PE): _____ Design Flow: _____ MGD Design BOD_5 ($CBOD_5$): _____ lbs/day

List industrial and/or residential developments.

_____

_____

_____

_____

Will the additional loading overload the plant?
(Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

Enter the point total in the blank below.

TOTAL POINT VALUE FOR PART 7 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Part 8: Operator Certification

Complete the *Plant and Collection System Personnel Inventory,* ADEM Form 441.

Do both the plant operator and collection system staffing comply with ADEM Administrative Code; Division 10, Operator Certification Program?
(Check the appropriate point total.)

☒ Yes = 0 points ☐ No = 121 points

TOTAL POINT VALUE FOR PART 8 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: WESTSIDE WWTP

Part 9: Financial Status

A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses? If no, how are O&M costs being financed? ***Include user charge rates***.

Yes, ranges from 4" at $1,160 for tap and $10.00/ linear foot to 6" tap at $1,200 and $12.00/ linear foot.

Residential Minimum $15.25 (3/4") Plus rate 1.76 /1,000 gal.

Industrial Minimum $156.11 (2") Plus rate 1.76 /1,000 gal.

Monthly residential rate based on 6,000 gallons usage $ $25.81

B. What financial resources are available to pay for the wastewater improvements and/or reconstruction needs?

Capitol Budget of City.

C. Please attach a rate sheet and the most recent audit, if available.

Part 10: Subjective Evaluation

A. Describe briefly the physical and structural conditions of the wastewater treatment facility.

Corrosion of equipment is a problem in areas of the infrastrucutre: Grounds are in neat condition and physical condition is good.

B. Describe the general condition of the sewer system (sewer lines, manholes, lift stations).

Moderate Inflow/ Infiltration during heavy rainfall events.

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

C. What sewage system improvements does the community have planned for construction in the next 5 years?

Upgrade to the Westside Treatment Plant.

D. What is the theoretical design life of the plant, and what is the estimated remaining useful life of the wastewater treatment facility?

Up to 10 plus years with design changes being revised.

E. What problems, if any, over the last year have threatened treatment or conveyance within the system?

The facility operates at a normal flow between 70 - 80%.

F. Is the community presently involved in formal planning for treatment facility upgrading?

Yes

G. How many days in the last year were there residential backups at any point in the collection system for any reason other than clogging of the lateral connection? 0

H. Does the plant have a written plan for preventive maintenance on major equipment items? If yes, describe.

We have a preventive maintenance program employed at the facility using the card system to identify all equipment at the facility.

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

I. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment?

(Check the appropriate response.) ☒ Yes ☐ No

J. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly?

(Check the appropriate response.) ☒ Yes ☐ No

K. Describe any major repairs or mechanical equipment replacement made in the last year and include the approximate cost for those repairs. Do not include major treatment plant construction or upgrading programs.

Grit pump $2500: Grit Auger $3500

L. List any additional comments. (Attach additional sheets if necessary.)

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Facility Name: WESTSIDE WWTP

Part 11: Summary Sheet

1. Enter in the values from Parts 1 through 8 in the left column below. Add the numbers in the left column to determine the MWPP Report point total the wastewater system generated for the previous calendar year.

Actual Values	Maximum Possible
Part 1 0 points	80 points
Part 2 0 points	121 points
Part 3 40 points	40 points
Part 4 0 points	200 points
Part 5 0 points	50 points
Part 6 0 points	50 points
Part 7 0 points	121 points
Part 8 0 points	121 points
Total 40 points	783 points

2. Check the facility type that best describes the plant's treatment and disposal of wastewater.

- [x] Mechanical plant with surface water discharge
- [ ] Aerated Lagoon or stabilization pond with surface water discharge
- [ ] Mechanical plant using land disposal of liquid wastes
- [ ] Aerated Lagoon or stabilization pond using land disposal of liquid wastes

3. Check the range that describes the action needed to address problems identified in the report.

- [x] 0 - 70 points Actions as Appropriate*
- [ ] 71 - 120 points Departmental Recommendation Range*
- [ ] 121 – 783 points Municipality Action Range*

***Other actions may be required by NPDES outside the scope of this report.**

4. Complete the *Municipal Water Pollution Prevention Resolution Form*, ADEM Form 418.

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

5. In Question 1, do any of the actual point values in the left column equal the maximum possible points in the right column?

(Check the appropriate response.) ☒ Yes ☐ No

If yes, provide a written explanation for this situation in the space below.

Plant is 32 years old.

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

MWPP SEWAGE SLUDGE SURVEY

Note: Permittees that submitted the "Annual Report Review Form" for sludge to the EPA may submit a copy with the MWPP in lieu of this Attachment

Facility Background Information:

1. Facility Information — Permit Number: AL0050130
   - Name: City of Opelika Westside WWTP
   - Street Address: 1017 Grand National Pkwy.
   - County:
2. Facility Contact
   - Name: Derrick Askew
   - Title: Plant Manager
   - Telephone: (334)705-5470
   - Permittee Name: City of Opelika
   - Mailing Address: 700 Fox Trail
     Opelika, Al. 36801

Facility Flow Information:

1. Facility Wastewater Treatment Capacity
   - Average Daily Flow: 2.6 MGD
   - Facility Design Capacity: 4.0 MGD
2. Estimated Septage Quantity Handled (Residuals Removed from Septic Tank Systems)
   - Average Domestic Septage: 60,000 gallons per month
   - Average Commercial Septage: 0 gallons per month
3. Method of Septage Processing
   - ☐ Mixed with Influent Wastewater for Treatment
   - ☐ Mixed with Sewage Sludge
   - ☐ _____
4. Estimated Percentage Contributing Wastewater Flow
   - Residential: 90 %
   - Industrial: 10 %
   - Other: 0 % Describe: _____
5. List type of wastewater treatment process(es) utilized at this facility:
   _____
   _____
6. Estimated sewage sludge wasting rate at this facility: 117 lb/day dry weight
   or 25,000 gallons per day
7. Estimated untreated sludge received from off site: 0 lb/day dry weight
   or 0 gallons per day
8. Estimated percent solids of combined sewage sludge prior to treatment: 7.5 %

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

9. List the sewage sludge treatment processes used in preparing sludge for final use or disposal:

	Sludge Quantity (untreated pounds per day)
Aerobic Sludge	0

10. Estimate the total volume of sludge generated: 21 (dry U.S. tons per year)

Sludge Disposal Methods

1. Which of the following describes the current method of sewage sludge disposal for this facility?

	Current Practices Approved by ADEM Yes	Current Practices Approved by ADEM No	Quantity (dry U.S. tons/year)	Proposed Practices Approved by ADEM Yes	Proposed Practices Approved by ADEM No
a. ☐ Land Application, Bulk Shipped	☐	☐		☐	☐
☐ Agriculture	☐	☐		☐	☐
☐ Forest	☐	☐		☐	☐
☐ Public Contact	☐	☐		☐	☐
☐ Lawn/Home Garden	☐	☐		☐	☐
b. ☐ Land Application, Bagged/Other Container	☐	☐		☐	☐
☐ Agriculture	☐	☐		☐	☐
☐ Forest	☐	☐		☐	☐
☐ Public Contact	☐	☐		☐	☐
☐ Lawn/Home Garden	☐	☐		☐	☐
c. ☐ Incineration	☐	☐		☐	☐
d. ☐ Subtitle D Landfill (Disposal Only)	☐	☐		☐	☐
e. ☐ Lined Treatment Lagoon or Stabilization Pond	☐	☐		☐	☐
f. ☑ Unlined Lagoon or Stabilization Pond	☑	☐		☑	☐
g. ☐ Other (Please Describe)	☐	☐		☐	☐

2. If "f" was selected above and sludge is stored for two (2) or more years, enter the distance between the surface disposal site and the property line: 500 feet

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Pollutant Concentrations:

1. Enter the total concentrations of the following analytes using existing data. **Do not enter TCLP results.**

Analyte	Concentration (mg/kg or ppm)	Sample Type	Sample Date	Detection Level Of Analysis
Arsenic				
Cadmium				
Chromium				
Copper				
Lead				
Mercury				
Molybdenum				
Nickel				
Selenium				
Zinc				
Ammonium-Nitrogen				
Nitrate-Nitrogen				
Total Kjeldahl Nitrogen				

2. Enter the estimated or determined percent solids of the sewage sludge when sampled for the above analysis: _____%

Treatment Provided for Sewage Sludge at the Facility:

1. Which class of pathogen reduction does the sewage sludge meet at the facility? (As defined in 40 CFR Part 503)

☐ Class A

☐ Alternative A1 – Time and Temperature

☐ Alternative A2 – Alkaline Treatment

☐ Alternative A3 – Analysis and Operation

☐ Alternative A4 – Analysis Only

☐ Alternative A5 – Process to Further Reduce Pathogens (PFRP)

☐ Heat Drying ☐ Thermophilic Aerobic Digestion ☐ Heat Treatment

☐ Pasteurization ☐ Gamma Ray Irradiation ☐ Beta Ray Irradiation ☐ Composting

☐ Alternative A6 – PFRP Equivalent_____

☐ Class B

☐ Alternative B1 – Fecal Coliform Count

☐ Alternative B2 – Process top Significantly Reduce Pathogens (PSRP)

☐ Aerobic Digestion ☐ Air Drying ☐ Anaerobic Digestion

☐ Composting ☐ Lime Stabilization

☐ Alternative B3 – PSRP Equivalent_____

☐ Neither or Unknown

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

Vector Attraction Control:

- ☐ Option 1 – Minimum 38% Reduction in Volatile Solids
- ☐ Option 2 – Anaerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- ☐ Option 3 – Aerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- ☐ Option 4 – Specific Oxygen Uptake Rate (SOUR) for Aerobically Digested Sludge
- ☐ Option 5 – Aerobic Processes plus Elevated Temperature
- ☐ Option 6 – Raised pH to 12 and Retained at 11.5
- ☐ Option 7 – 75% Solids with No Unstabilized Solids
- ☐ Option 8 – 90% Solids with Unstabilized Solids
- ☐ Option 9 – Injection Below Land Surface
- ☐ Option 10 – Incorporation into Soil within 6 or 8 Hours
- ☐ Option 11 – Covering Active Sewage Sludge Unit Daily
- ☐ None of the Above

Groundwater Monitoring:

1. If disposal practice is surface disposal or land application, is groundwater monitoring required or performed at this site? ☐ Yes* ☐ No

   *If yes, please submit a copy of the groundwater monitoring reports along with this survey. Also, please provide the approximate depth to groundwater and the groundwater monitoring procedures used to obtain the data.

Land Application of Sewage Sludge:

Answer the following questions if sewage sludge is applied to land.

1. If sewage sludge is land applied in bulk form, what type of crop or other vegetation is grown on this site?

   _____

   _____

   _____

2. If sewage sludge is land applied in bulk form, what is the nitrogen requirement for this crop or vegetation?

   _____

   _____

   _____

3. If sewage sludge is land applied in bulk form, briefly describe the nature of any complaints filed from neighbors?

   _____

   _____

   _____

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

PLANT AND COLLECTION SYSTEM PERSONNEL INVENTORY

FACILITY NAME: City of Opelika PLANT GRADE: III

PERMIT NUMBER: AL0050130

PLANT SUPERINTENDENT: Derrick Askew TEL. # (334)705-5470

SYSTEM MANAGER: TEL. # (334)705-5479

PLANT OPERATORS:

	NAME	GRADE OR TRAINEE STATUS	OPERATOR NO.	EXP. DATE
1.	Derrick Askew	III	C001492	9/30/2020
2.	Larry Granger	IV	C000470	3/31/2021
3.	Joseph Adams	IV	C008119	6/30/2021
4.				
5.				
6.				
7.				
8.				
9.				
10.				

COLLECTION SYSTEM OPERATORS:

1.	Rodney Thomas	IC	C005684	5/31/2019
2.				
3.				
4.				

	MAN HRS./WK	NUMBER
MANAGEMENT/SUPERVISOR		
OPERATOR(S):		
GRADE I-C		
GRADE I		
GRADE II	40	
GRADE III		
GRADE IV	80	
DESIGNATED TRAINEE(S)		
LABORATORY		
MAINTENANCE	80	
OTHER PLANT WORKERS	40	

AVERAGE NUMBER OF EMPLOYEES PER SHIFT:

1ST	7	START TIME	7:00 AM
2ND			
3RD			

OPERATOR SHIFTS NORMALLY WORKED EACH DAY:

	SUN	MON	TUES	WED	THURS	FRI	SAT
1ST	X	X	X	X	X	X	X
2ND							
3RD							

ADEM USE ONLY

	YES	NO
1. DOES PLANT OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?		
2. DOES COLLECTION SYSTEM OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?		

ADEM FORM 441 8/02

Attachment: Westside 2019 MWPP Report (3408 : Annual MWPP Reports for East and West Sewer Treatment Plants)

RESOLUTION NO. (ID # 3418)

Employee Contract, Asst. Director/Mgr. Distribution Services - OPS.

RESOLUTION NO. _____

RESOLUTION APPROVING EMPLOYMENT CONTRACT

WITH J. BRENT POTEET

WHEREAS, the City of Opelika, Alabama, (the "City") requires the services of an Assistant Director / Manager of Distribution Services of the Power Services Department; and

WHEREAS, J. Brent Poteet has the necessary education, experience, skills and expertise to serve as the Assistant Director / Manager of Distribution Services of Power Services; and

WHEREAS, J. Brent Poteet is presently serving the City as Assistant Director / Manager of Distribution Services of Power Services and has performed his obligations in accordance with the requirements of his contract; and

WHEREAS, the City Council of the City of Opelika desires to continue to employ J. Brent Poteet to serve as the Assistant Director / Manager of Distribution Services of Power Services; and

WHEREAS, the City Council desires to renew J. Brent Poteet's Employment Contract; and

WHEREAS, the City Council has been furnished an Employment Contract between the City and J. Brent Poteet, and the City Council has determined that the terms of said Contract are acceptable to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council (the

"Council") of the City of Opelika as follows:

1. That the Employment Contract (the "Contract") to be entered into between the City and J. Brent Poteet, a copy of which is attached hereto and marked as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution), as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Contract.

2. That the Mayor is hereby authorized and directed to execute and deliver said Contract in the name of and on behalf of the City of Opelika and the City Clerk is hereby authorized and directed to attest the same.

3. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2019.

_____

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

STATE OF ALABAMA)

COUNTY OF LEE)

EMPLOYMENT CONTRACT

THIS AGREEMENT made and entered into this the_____ day of May 2019, by and between the **CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter called the "Employer"), and **J. BRENT POTEET** (hereinafter called "Employee"), as party of the second part,

RECITALS

WHEREAS, Employer desires to employ the services of J. Brent Poteet as Assistant Director / Manager of Distribution Services for Opelika Power Services ("OPS"); and

WHEREAS, it is the desire of the City Council of the City of Opelika (hereinafter called "Council"), to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Council to (1) secure and retain the services of Employee and to provide inducement for his to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) act as a deterrent against misconduct or dishonesty on the part of Employee, and (4) provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to disability or when Employer may otherwise desire to terminate his employ.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Attachment: J. Brent Poteet Contract 2019 (3418 : Employee Contract. J.Brent Poteet (OPS))

SECTION I. DUTIES.

Employer has agreed to employ said J. Brent Poteet as Assistant Director / Manager of Distribution Services of OPS public utility. The essential duties of the position are set out in the job description for such position, a copy of which is attached hereto as Exhibit "A". Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice and direction of the Director of OPS. Employee shall perform such duties as are customarily performed by one holding such a position in other, same or similar positions as that engaged in by the Employer, and shall also additionally render such other and related services and duties as may be assigned to him from time to time by the Director of OPS.

SECTION II. TERM.

Unless sooner terminated in accordance with the provisions of Sections III and IV hereof, this Agreement shall remain in full force and effect for a term of three (3) years beginning May 23, 2019 to and including May 22, 2022.

SECTION III. TERMINATION BY EMPLOYER

(A) DEATH OF EMPLOYEE. If Employee dies before his employment is otherwise terminated, this Contract shall terminate on the date of the Employee's death and all payments of compensation to which the Employee would have been entitled shall cease as of the date of the Employee's death.

(B) ILLNESS OR INCAPACITY. If the Employee is prevented from performing his duties due to illness or incapacity for an aggregate of sixty (60) days in any one year during the term of this Contract, the Employer is hereby given the

Attachment: J. Brent Poteet Contract 2019 (3418 : Employee Contract. J.Brent Poteet (OPS))

option to terminate this Contract. Such option shall be exercised by the Employer giving written notice to the Employee of the Employer's intention to terminate said Contract. On the giving of such notice, this Contract shall terminate 30 days after the date of said notice of termination. Upon the effective date of termination, neither party shall have any further obligation to the other. Notwithstanding the provisions of this paragraph, the Employee shall be afforded the same rights and privileges, as any other employee of the City to participate in any group disability insurance policy or other disability plan of the City which may be now in effect or may be hereinafter adopted.

(C) MISCONDUCT. This Contract may, at the option of Employer, be terminated immediately by Employer upon the occurrence of any of the following acts:

(1) The Employee being indicted or convicted for any misdemeanor involving moral turpitude, or a felony.

(2) The Employee conducting himself in a fraudulent or dishonest manner with respect to his duties of employment if, in the opinion of the Director of OPS that such conduct discredits Employer or is detrimental to the reputation and standing of Employer. Such option shall be exercised by the Employer giving written notice to Employee of the Employer's intent to terminate and the grounds for such termination.

(3) Employee having been disciplined by the Employer repeatedly and/or having serious unacceptable conduct in accordance with the provisions of Section 8 of the Personnel Policies and Procedures Manual of the City of

Attachment: J. Brent Poteet Contract 2019 (3418 : Employee Contract. J.Brent Poteet (OPS))

Opelika. Employee shall comply with all policies and procedures of Employer which shall, from time to time, be reasonably promulgated.

SECTION IV. TERMINATION BY EMPLOYEE

Employee may voluntarily resign his position with Employer before the expiration of the term of his employment, by giving sixty (60) days advance notice of his intent to terminate. Upon termination by voluntary resignation, neither party shall have any further obligation to the other beyond the effective date of termination.

SECTION V. COMPENSATION

(a) Base Salary. The Employer shall pay the Employee, as compensation for his services, an annual salary of $131,768.00 payable in installments at the same time as classified employees of the City are paid. All compensation paid to Employee by Employer shall be subject to customary withholding and employment taxes as required by law. Beginning fiscal year 2019-2020, the Employee shall be eligible for merit increases on an annual basis from 0% to 10% per year based on his job performance. All merit increases shall be awarded at the discretion of the Director of OPS and will become effective on or about the anniversary date of his contract.

(b) Use of Vehicle. In addition to the base salary noted above, Employer will provide an automobile for use by the employee to include gas, maintenance, and insurance as provided by Executive Regulation Number 2 regarding vehicle policy.

SECTION VI. EMPLOYEE BENEFITS

During each twelve (12) month period of the term of this Contract Agreement, Employee shall be entitled to fifteen (15) paid days of vacation. Any leave not taken during the 12-month

Attachment: J. Brent Poteet Contract 2019 (3418 : Employee Contract. J.Brent Poteet (OPS))

period can be carried over to the next leave year. Except for vacation leave, this Agreement shall not be in lieu of all employee benefits to which Employee may be entitled as an employee of the City relating to holidays, sick leave, retirement, insurance, medical and life, or other plans which may now be in effect or which may hereafter be adopted. Employee shall have the same rights and privileges to participate in such plans and benefits as any other employee during his period of employment. The Employer's rights with respect to such benefits shall be subject to (i) the provisions of the relevant contracts, policies or plans providing such benefits, and (ii) the right of the Employer to amend, modify, or terminate any of such benefits if that occurs with respect to all classes of employees covered by a given benefit.

SECTION VII. WORKING FACILITIES.

The Employee shall have a private office and other facilities, equipment, and services that are suitable to his position and appropriate for the performance of his duties.

SECTION VIII. EXTENT OF SERVICES.

The Employee agrees that he will at all times faithfully, industriously and to the best of his ability, experience, and talents, perform all of the duties that may be required of and from his pursuant to the express and implicit terms of this Contract and shall assume and perform all additional responsibilities and duties related to his job description that the Director of OPS from time to time may assign him. With approval of the Director of OPS, the Employee shall be permitted to enroll in professional development courses to enhance the performance of his job during normal business hours.

SECTION IX. ANNUAL EVALUATION.

Annually, the Director of OPS, in consultation with the Employee, shall define such goals and performance objectives as he determines necessary for the proper operation of

Attachment: J. Brent Poteet Contract 2019 (3418 : Employee Contract. J.Brent Poteet (OPS))

OPS. The Director of OPS shall identify obtainable goals within the time limitations as specified in the annual operating and capital budgets and appropriations provided. Moreover, the Director of OPS shall review and evaluate the performance of the Employee at least once annually. Said evaluation and review shall be in accordance with the established rules and regulations of the Personnel Policies and Procedures Manual. Further, the Director of OPS shall provide the Employee with an adequate opportunity for the Employee to discuss his evaluation with the Director of OPS.

SECTION X. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Director of OPS, in consultation with Employee, shall fix any other terms and conditions of employment as he may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with the provisions of this Contract, the Employee's job description or any other law.

SECTION XI. NO REDUCTION OF BENEFITS.

The Employer shall not at any time during the term of this Contract reduce the salary, compensation, or other financial benefits of Employee, except to the degree as such a reduction across-the-board for all employees of the Employer. Notwithstanding anything to the contrary the Employee's rights with respect to compensation and benefits shall be subject to the provisions of Sections V and VI herein, and his rights to salary compensation and other financial benefits may be terminated in accordance with said provisions of this Contract.

SECTION XII. SEVERABILITY.

If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Contract

Attachment: J. Brent Poteet Contract 2019 (3418 : Employee Contract. J.Brent Poteet (OPS))

and all other terms shall be valid and enforceable to the fullest extent permitted by law.

SECTION XIII. NO ASSIGNMENT.

No assignment of this Contract or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

SECTION XIV. GOVERNING LAW.

This Contract has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Alabama.

SECTION XV. GENDER AND NUMBER.

Whenever the context is hereof required, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.

SECTION XVI. AMENDMENTS AND CONTRACT EXECUTION

This Contract and amendments thereto shall be in writing and executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

SECTION XVII. NOTICES.

Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid, certified mail, return receipt requested, addressed as follows:

Employee: J. Brent Poteet
1901 Palin Ave.
Opelika, AL 36801

Employer: City of Opelika

Attachment: J. Brent Poteet Contract 2019 (3418 : Employee Contract. J.Brent Poteet (OPS))

P.O. Box 390
Opelika, AL 36803-0390
ATTN: Director of Opelika Power Services

SECTION XVIII. WAIYER OF BREACH.

The waiver of either party of a breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

SECTION XIX. TIME OF ESSENCE.

Time shall be of the essence with respect to this Contract.

SECTION XX. ENTIRE CONTRACT.

This Contract (incl uding attachments) supersedes rill previous contracts and constitutes the entire Contract between the parties hereto.

SECTION XXL HEADINGS.

Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the City of Opelika has caused this Contract to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Contract the day and year first above written.

THE CITY OF OPELIKA, ALABAMA

_____

Attachment: J. Brent Poteet Contract 2019 (3418 : Employee Contract. J.Brent Poteet (OPS))

Gary Fuller, Mayor of the City of Opelika

ATTEST:

_____
ROBERT G. SHUMAN, CITY CLERK

_____
J. Brent Poteet

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that GARY FULLER and ROBERT G. SHUMAN, whose names as Mayor and City Clerk, respectively, of the City of Opelika, Alabama, a municipal corporation, are signed to the foregoing instrument who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument they, in their capacity as Mayor and City Clerk for the City of Opelika, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the _____day of _____, 2019.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

STATE _____
COUNTY _____

Before me, the undersigned authority, a Notary Public in and for said county and state, hereby certify that J. BRENT POTEET, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the _____day of _____, 2019.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

Attachment: J. Brent Poteet Contract 2019 (3418 : Employee Contract. J.Brent Poteet (OPS))

ORDINANCE NO. (ID # 3304)

Amend Zoning Ord & Map: 60.74 Acres, Pepperell Pkwy & North 30Th Street - 2nd Reading

ORDINANCE NO. 006-19

AN ORDINANCE TO AMEND THE ZONING

ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

(THE BALL FIELDS PUD)

BE IT ORDAINED by the City Council (the "Council") of the City of Opelika, Alabama (the "City") as follows:

Section 1. FINDINGS. The Council has determined and hereby finds and declares that the following facts are true and correct:

(a) Opelika Equities, LLC, an Alabama limited liability company, (the "Company") is the owner of record of that certain real property consisting of approximately 60.74 acres located at the southwest corner or the intersection of Pepperell Parkway and North 30th Street.

(b) The Company heretofore submitted to the City a development plan for a planned unit development ("PUD") entitled "The Ball Fields PUD" consisting of approximately 60.74 acres.

(c) The proposed development is a mixed use development consisting of three (3) commercial buildings on parcels along Pepperell Parkway containing a total of approximately 4.02 acres, 320 residential apartment units on approximately 56.71 acres, and associated amenities, including a clubhouse, pool, pickleball court and a walking trail.

(D) The Planning Commission heretofore conducted a public hearing on the proposed development and referred to the City Council its recommendation to approve the proposed development.

(E) It is advisable and in the interest of the City and the public interest that the property described in Section 3 below should be developed as a mixed use planned unit development.

Section 2. APPROVAL OF THE DEVELOPMENT PLAN. The Development Plan as submitted for review is hereby approved and affirmed as required by Section 8.18N of the Zoning Ordinance of the City.

Section 3. DESIGNATION OF A PLANNED UNIT DEVELOPMENT. The official Zoning Map is hereby amended and the zoning classification for the following parcel of land shall be changed from a C-3/GC-P District (General Commercial, Gateway Corridor Overlay Primary District), I-1/GC-P District (Institutional, Gateway Corridor Overlay Primary District) and C-2 District (Office/Retail District) to a Planned Unit Development (PUD) on the official zoning map of the City.

Beginning at the North West corner of Lot 1, Block A, Pepperell Subdivision, said corner being located on the southerly right-of-way of U.S. Highway 29 and is the point of beginning of the property herein described; thence leaving said right-of-way South 50°50' East along the back of the Lots 1-4, Block "A" Pepperell Subdivision 493.2 feet to a point; thence North 39°10' East along the southeasterly line of Lot 4, 172.0 feet to a point located on the southwesterly right-of-way of 30th Street; thence along said right-of-way South 50°50' East, 50.0 feet to a point; thence leaving said right-of-way South 39°10' West, along the northwesterly line of Lot 1, Block "B" Pepperell Subdivision, 172.0 feet; thence along the back of Lots 1-12, Block "B" Pepperell Subdivision the following six (6) courses, South 50°50' East, 276.0 feet, thence South 52°16' East, 199.80 feet; thence South 56°29' East, 186.0 feet; thence South 58°27' East, 75.8 feet; thence South 59°36' East 235.7 feet; thence South 66°22' East, 179.40 feet; thence South 73°22'15" West, 946.92 feet to a point located on the section line between Section 15 and Section 14; thence 946.92 feet to a point located on the section line between Section 15 and Section 14; thence along said section line South 00°17'05" East 684.11 feet to a point located on the northerly right-of-way of the CSX Railroad; thence along said right-of-way South 73°26'29" West, 1180.5 feet; thence leaving said right-of-way North 15°26'31" West, 950.2 feet; thence North 01°58'31" West, 804.4 feet; thence North 73°06'29" East, 400.00 feet; thence North 02°42'29" East, 300.3 feet to a point located on the southerly right-of-way of U.S. Highway 29; thence along said right-of-way North 76°41'20" East a calculated distance of 554.7 feet to the point of beginning. Said tract is located in Sections 14 and 15, Township 19 North, Range 26 East, City of Opelika, Lee County, Alabama.

Section 4. RETENTION OF COPIES OF DEVELOPMENT PLAN. Copies of the Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer and Building Official and shall be open for public inspection.

Section 5. REPEALER. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 6. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 7. PUBLICATION. This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

All interested persons are invited to attend the public hearing and be heard. Written comments concerning the above matter may be mailed to the City Clerk at P.O. Box 390, Opelika, AL 36803 at any time prior to the public hearing and may be further submitted to the City Council at the meeting and the public hearing.

Please contact Lisa McLeod, the City's ADA Coordinator, at 334-705-5132 at least two (2) working days prior to the meeting if you require special accommodations due to any disability.

ADOPTED AND APPROVED this the _____day of _____, 2019.

_____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of _____, 2019.

_____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2019.

_____

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 3425)

Amending Section 5 of Ordinance Number 129-00 Northside Historic District - 1St Reading

ORDINANCE NO. 007-19

AN ORDINANCE AMENDING SECTION 5

OF ORDINANCE NUMBER 129-00 RELATING TO

EXEMPTIONS FOR RELIGIOUS AND GOVERNMENTAL PROPERTIES

WHEREAS, on November 7, 2000, the City Council of the City of Opelika, Alabama (the "Council") adopted Ordinance No. 129-00 designating the Northside Opelika neighborhood area as a historic district to be known as the "Northside Opelika Historic District"; and

WHEREAS, Section 5 of Ordinance No. 129-00 established certain exemptions for religious and governmental properties; and

WHEREAS, the Council desires to amend Section 5 to provide that properties currently owned by religious organizations will remain exempt. However, properties acquired by religious organizations after the effective date of this Ordinance will not be exempt from Historic Preservation regulation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Opelika as follows:

Section 1. **Recitals.** That the facts and opinion in the preamble of this Ordinance are true and correct.

Section 2. **Amendment.** That Section 5 of the Ordinance No. 129-00 is hereby amended to read as follows:

Section 5. <u>RELIGIOUS AND GOVERNMENT USES</u>.

(a) The requirements of this Ordinance shall not apply to

(1) Any non-commercial property owned by a religious organization prior to the effective date.

(2) Any property used primarily for religious purposes prior to the effective date.

(3) Any property owned prior to the effective date or hereafter acquired by the United States, the State of Alabama or Lee County.

(b) The requirements of this Ordinance shall apply to any property acquired by a religious organization after the effective date or converted to a religious use after the effective date.

(c) If property is transferred from an exempt owner (religious organization or governmental entity) to a non-exempt owner, the property shall lose its exempt status. If property is transferred from one exempt owner to another, the property does not lose its exempt status.

For purposes of this Section the following terms shall have the following meanings:

"Effective Date" means the effective date of Ordinance No. 007-19.

"Non-Commercial Property" means any property which is not used for commercial advantage or monetary compensation.

"Property" means any lot or parcel of land, including the buildings and structures attached thereto.

"Property Used Primarily for Religious Purposes" means a land use devoted to religious beliefs, observances, rituals or activities. Religious uses include (1) houses of worship (churches, synagogues, mosques and temples); (2) accessory uses such as fellowship halls, parish halls and similar buildings used for religious meetings, religious education and similar functions; (3) religious schools; (4) religious retreat centers; (5) faith-based homeless shelters: (6) faith-based group homes; (7) faith-based soup kitchens and (8) church houses and parsonages provided for the clergy.

"Religious Organization" means any assembly, association, institution, corporation or entity organized primarily for religious purposes.

Section 3. **Savings Clause.** Other than as provided in Section 2 above, all remaining sections of Ordinance No. 129-00 shall remain in full force and effect.

Section 4. **Repealer Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 5. **Severability Clause.** If any section, clause, provision or portion of this ordinance shall be held to be invalid or unconstitutional by any Court of any competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this ordinance which is not in or of itself invalid or unconstitutional.

Section 6. **Effective Date.** This Ordinance shall take effect and be enforced immediately upon its adoption and publication as required by law.

Section 7. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the _____day of _____, 2019.

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of _____, 2019.

_____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2019.

_____

MAYOR

ATTEST:

_____

CITY CLERK

ORDINANCE NO. (ID # 3426)

Amending Section 5 of Ordinance Number 151-01 Downtown Historic District - 1St Reading

ORDINANCE NO. 008-19

AN ORDINANCE AMENDING SECTION 5

OF ORDINANCE NUMBER 151-01 RELATING TO

EXEMPTIONS FOR RELIGIOUS AND GOVERNMENTAL PROPERTIES

WHEREAS, on June 5, 2001, the City Council of the City of Opelika, Alabama (the "Council") adopted Ordinance No. 151-01 designating the Downtown Opelika commercial area as a historic district to be known as the "Downtown Historic District"; and

WHEREAS, Section 5 of Ordinance No. 151-01 established certain exemptions for religious and governmental properties; and

WHEREAS, the Council desires to amend Section 5 to provide that properties currently owned by religious organizations will remain exempt. However, properties acquired by religious organizations after the effective date of this Ordinance will not be exempt from Historic Preservation regulation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Opelika as follows:

Section 1. **Recitals.** That the facts and opinion in the preamble of this Ordinance are true and correct.

Section 2. **Amendment.** That Section 5 of the Ordinance No. 151-01 is hereby amended to read as follows:

Section 5. <u>RELIGIOUS AND GOVERNMENT USES</u>.

(a) The requirements of this Ordinance shall not apply to

(1) Any non-commercial property owned by a religious organization prior to the effective date.

(2) Any property used primarily for religious purposes prior to the effective date.

(3) Any property owned prior to the effective date or hereafter acquired by the United States, the State of Alabama or Lee County.

(b) The requirements of this Ordinance shall apply to any property acquired by a religious organization after the effective date or converted to a religious use after the effective date.

(c) If property is transferred from an exempt owner (religious organization or governmental entity) to a non-exempt owner, the property shall lose its exempt status. If property is transferred from one exempt owner to another, the property does not lose its exempt status.

For purposes of this Section the following terms shall have the following meanings:

"Effective Date" means the effective date of Ordinance No. 008-19.

"Non-Commercial Property" means any property which is not used for commercial advantage or monetary compensation.

"Property" means any lot or parcel of land, including the buildings and structures attached thereto.

"Property Used Primarily for Religious Purposes" means a land use devoted to religious beliefs, observances, rituals or activities. Religious uses include (1) houses of worship (churches, synagogues, mosques and temples); (2) accessory uses such as fellowship halls, parish halls and similar buildings used for religious meetings, religious education and similar functions; (3) religious schools; (4) religious retreat centers; (5) faith-based homeless shelters: (6) faith-based group homes; (7) faith-based soup kitchens and (8) church houses and parsonages provided for the clergy.

"Religious Organization" means any assembly, association, institution, corporation or entity organized primarily for religious purposes.

Section 3. **Savings Clause.** Other than as provided in Section 2 above, all remaining sections of Ordinance No. 151-01 shall remain in full force and effect.

Section 4. **Repealer Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 5. **Severability Clause.** If any section, clause, provision or portion of this ordinance shall be held to be invalid or unconstitutional by any Court of any competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this ordinance which is not in or of itself invalid or unconstitutional.

Section 6. **Effective Date.** This Ordinance shall take effect and be enforced immediately upon its adoption and publication as required by law.

Section 7. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the _____day of _____, 2019.

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of _____, 2019.

_____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2019.

_____

MAYOR

ATTEST:

_____

CITY CLERK

ORDINANCE NO. (ID # 3427)

Amending Section 5 of Ordinance Number 112-007 Geneva Historic District - 1St Reading

ORDINANCE NO. 009-19

AN ORDINANCE AMENDING SECTION 5

OF ORDINANCE NUMBER 112-07 RELATING TO

EXEMPTIONS FOR RELIGIOUS AND GOVERNMENTAL PROPERTIES

WHEREAS, on July 10, 2007, the City Council of the City of Opelika, Alabama (the "Council") adopted Ordinance No. 112-07 designating the Geneva Street Opelika area as a historic district to be known as the "Geneva Street Opelika Historic District"; and

WHEREAS, Section 5 of Ordinance No. 112-07 established certain exemptions for religious and governmental properties; and

WHEREAS, the Council desires to amend Section 5 to provide that properties currently owned by religious organizations will remain exempt. However, properties acquired by religious organizations after the effective date of this Ordinance will not be exempt from Historic Preservation regulation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Opelika as follows:

Section 1. **Recitals.** That the facts and opinion in the preamble of this Ordinance are true and correct.

Section 2. **Amendment.** That Section 5 of the Ordinance No. 112-07 is hereby amended to read as follows:

Section 5. <u>RELIGIOUS AND GOVERNMENT USES</u>.

(a) The requirements of this Ordinance shall not apply to

(1) Any non-commercial property owned by a religious organization prior to the effective date.

(2) Any property used primarily for religious purposes prior to the effective date.

(3) Any property owned prior to the effective date or hereafter acquired by the United States, the State of Alabama or Lee County.

(b) The requirements of this Ordinance shall apply to any property acquired by a religious organization after the effective date or converted to a religious use after the effective date.

(c) If property is transferred from an exempt owner (religious organization or governmental entity) to a non-exempt owner, the property shall lose its exempt status. If property is transferred from one exempt owner to another, the property does not lose its exempt status.

For purposes of this Section the following terms shall have the following meanings:

"Effective Date" means the effective date of Ordinance No. 009-19.

"Non-Commercial Property" means any property which is not used for commercial advantage or monetary compensation.

"Property" means any lot or parcel of land, including the buildings and structures attached thereto.

"Property Used Primarily for Religious Purposes" means a land use devoted to religious beliefs, observances, rituals or activities. Religious uses include (1) houses of worship (churches, synagogues, mosques and temples); (2) accessory uses such as fellowship halls, parish halls and similar buildings used for religious meetings, religious education and similar functions; (3) religious schools; (4) religious retreat centers; (5) faith-based homeless shelters: (6) faith-based group homes; (7) faith-based soup kitchens and (8) church houses and parsonages provided for the clergy.

"Religious Organization" means any assembly, association, institution, corporation or entity organized primarily for religious purposes.

Section 3. **Savings Clause.** Other than as provided in Section 2 above, all remaining sections of Ordinance No. 112-07 shall remain in full force and effect.

Section 4. **Repealer Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 5. **Severability Clause.** If any section, clause, provision or portion of this ordinance shall be held to be invalid or unconstitutional by any Court of any competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this ordinance which is not in or of itself invalid or unconstitutional.

Section 6. **Effective Date.** This Ordinance shall take effect and be enforced immediately upon its adoption and publication as required by law.

Section 7. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the _____day of _____, 2019.

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of _____, 2019.

_____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2019.

_____

MAYOR

ATTEST:

_____

CITY CLERK

ORDINANCE NO. (ID # 3433)

Amend Chapter 5.5, add Article IV, Small Wireless Facilities in ROW - 1St Reading

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5.5 OF THE CODE OF ORDINANCES OF THE CITY OF OPELIKA, ALABAMA, BY ADDING ARTICLE IV RELATING TO THE PLACEMENT OF SMALL WIRELESS FACILITIES, ASSOCIATED SUPPORT STRUCTURES AND ACCESSORY EQUIPMENT WITHIN THE PUBLIC RIGHTS-OF-WAY

WHEREAS, to ensure that residents, businesses, and public safety operations in the City of Opelika, Alabama, have reliable access to wireless communications network technology and state of the art mobile broadband communications services, the City desires to accommodate the deployment of wireless communications facilities and services within the City, including the City's public rights-of-way, while remaining consistent with the City's rights and obligations with respect to right-of-way management within the City;

WHEREAS, the City Council of the City of Opelika finds that unregulated deployment of wireless communications facilities may adversely impact the health, safety, public welfare, character and environment of the City and its inhabitants; and

WHEREAS, through the exercise of its police power, and by virtue of its legal status as the owner of the public right-of-way, the City has the right and obligation, in a manner consistent with applicable law, to regulate the placement of wireless facilities within the City, including entry into and usage of the public rights-of-way, and to impose fees upon entrants and users to defray the costs and burdens to the public associated with such entry and usage.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA, as follows:

Section 1. **Amendment of Chapter 5.5**. That Chapter 5.5 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended by adding a new Article IV entitled "Small Wireless Facilities" to read as follows:

ARTICLE IV SMALL WIRELESS FACILITIES

Sec. 5.5-401 Purpose and Legislative Intent

A. The purpose of this Article is to establish a comprehensive set of siting and permitting requirements addressing the placement of wireless facilities and accessory equipment, and the placement and use of associated support structures within the public rights-of-way. These regulations are intended to provide for the managed development of wireless facilities in a manner that recognizes and enhances the community benefits of wireless telecommunications technology and reasonably accommodates the needs of citizens and wireless providers in accordance with federal and state rules and regulations. At the same time, these regulations are intended to protect the community from potential adverse impacts of such facilities, including but not limited to noise, traffic, aesthetic, safety and other impacts over which the City has purview, and to preserve the visual character of the established community through appropriate design, siting, screening, and maintenance and location standards.

B. This Article does not address civil relationships between private landowners and owners or operators of wireless facilities and does not affect the need to obtain all necessary property rights from private landowners for the placement of wireless facilities.

C. This Article does not regulate the siting of wireless facilities within state rights-of-way except to the extent that the City has the authority to regulate the placement and location of wireless facilities within a state right-of-way.

Attachment: CM 5-07-19, ordinance amend Chapter 5.5 small cell wireless (3433 : Ordinance to Amend Chapter 5.5 Relating to Small Wireless Facilities in Rights-Of-Way - 1St Reading)

Sec. 5.5-402 Definitions

For purposes of this Article, and where not inconsistent with the context of a particular section, the defined terms, phrases, words, abbreviations, and their derivations shall have the meaning given in this section. When not inconsistent with the context, words in the present tense include the future tense, words used in the plural number include words in the singular number and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely discretionary.

(a) **"Accessory Equipment"** means any equipment, other than an antenna, used in conjunction with a wireless facility. It includes but is not limited to cabinets, optical converters, power amplifiers, radios, multiplexers, radio units, fiber optic and coaxial cables, wires, meters, pedestals, power switches, junction boxes, batteries, power supplies and related equipment located upon or in the immediate vicinity of the support structure.

(b) **"Antenna"** means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(c) **"Applicant"** means any person submitting an application for a permit to place wireless facilities under this Article.

(d) **"Application"** means all documentation that an applicant must submit to enable the City to process a request for permit to install a wireless facility under this Article.

(e) **"Applicable Standards"** means all applicable engineering and safety standards governing the installation, maintenance, and operation of wireless facilities and support structures, and the performance of all work in the public right of way, and includes the most current versions of National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), the regulations of the Federal Communications Commission ("FCC") or the Occupational Safety and Health Administration ("OSHA"), and provisions of the City's building, construction, zoning, and safety codes, including those of the City's Department of Public Works and Department Planning, and/or other reasonable safety, engineering, architectural or aesthetic requirements of the City or federal authority having jurisdiction over such facilities.

(f) **"City"** means the City of Opelika, Alabama.

(g) **"Collocation"** means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to an existing pole or wireless support structure.

(h) **"Concealment""** means a physical design or treatment that minimizes adverse aesthetic and visual impacts on the view from land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of a wireless facility.

(i) **"FCC"** means the Federal Communications Commission.

(j) **"Height"** means, when referring to a support structure, the distance measured from the pre-existing grade level to the highest point on the structure, including any collocated wireless facility.

(k) **"Historic Downtown Area"** means the downtown commercial area as designated in Ordinance No. 151-01.

(l) **"OPS"** means Opelika Power Services.

(m) **"Permit"** means an authorization issued by the City allowing the applicant to install a wireless facility or new wireless support structure within the public rights-of-way pursuant to the terms of this Article. A permit may be in the form of a special use permit or an administrative approval, as specified in this Article.

(n) **"Person"** means any individual, corporation, estate, trust, partnership, joint stock company, association of two (2) or more persons having a joint common interest, or any other entity.

(o) **"Planning Director"** means the Planning Director of the City of Opelika, or designee.

(p) **"Pole"** means a utility pole, streetlight pole, traffic light pole, or other similar freestanding support structure within the public right-of-way, whether or not owned by the City, OPS or a private utility.

(q) **"Public Rights-of-Way"** or **PROW** means the surface and space in, upon, above, along, across, over and below the entire width of any public streets, avenues, highways, roads, courts, lanes, alleys, boulevards, ways, shoulders, side slopes, sidewalks, and bicycle lanes, as the same now or may hereafter exist, that are within the City's corporate boundaries and under the jurisdiction of the City. Public rights-of-way shall not include any City buildings, City or OPS streetlight or utility poles, or other structures or improvements, or any privately-owned poles or facilities, regardless of whether they are situated within the public rights-of-way.

(r) **"Small Wireless Facility"** means a wireless facility that meets the following qualifications:
(1) The structure on which antenna facilities are mounted:
a) is fifty (50) feet or less in height including antenna, or
b) is no more than ten percent (10%) taller than other adjacent structures, or
c) is not extended to a height of more than fifty (50) feet or by more than ten percent (10%) above its preexisting height as a result of the collocation of new antenna facilities, whichever is greater; and
(2) Each antenna array, including components of such, associated with the deployment or modification is no more than three (3) cubic feet in volume; and
(3) All accessory equipment associated with the facility is cumulatively no more that twenty-eight (28) cubic feet in volume.

(s) **"Special Use Permit"** means a permit requiring approval by City Council, following a public hearing.

(t) **"State"** means the State of Alabama.

(u) **"Substantial Modification"** or **"Substantial Change"** means, for support structures or poles within the public right-of-way:

a) The proposed collocation or modification increases the overall height more than ten percent (10%) or ten (10) feet (whichever is greater); or
b) The proposed collocation or modification increases the width more than six (6) feet from the edge of the support structure; or

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c) The proposed collocation or modification involves the installation of any new equipment cabinets on the ground when there are no existing ground-mounted equipment cabinets; or
d) The proposed collocation or modification involves the installation of any new ground-mounted equipment cabinets that are ten percent (10%) larger in height or volume than any existing ground-mounted cabinets; or
e) The proposed collocation or modification involves excavation outside the area in proximity to the structure and other transmission equipment already deployed on the ground.

(v) **"Utility Pole"** means a pole that is used in whole or in part for the purpose of supporting electric, telecommunications and cable wires for the distribution of electric or communications services. Such term shall not include electric transmission facilities, or freestanding structures that are primarily constructed to support wireless facilities.

(w) **"Wireless Facility"** or **"Facility"** means equipment at a fixed location that enables wireless services between user equipment and a communications network, including radio transceivers, antennas, coaxial or fiber-optic cable located upon a support structure, regular and backup power supplies, and other accessory equipment, regardless of technological configuration. The term includes small wireless facilities.

(x) **"Wireless Infrastructure Provider"** means any person that builds or installs wireless facilities or support structures primarily intended to support wireless facilities, but that is not a wireless services provider.

(y) **"Wireless Provider"** means a wireless infrastructure provider or wireless services provider that has applied for or received a permit under this Article.

(z) **"Wireless Services"** means any voice, video or data communications services, whether at a fixed location or mobile, that are provided through the use of wireless facilities located within the City.

(aa) **"Wireless Support Structure"** or "Support Structure" means a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure primarily designed to support or capable of supporting wireless facilities.

Sec. 5.5-403 When Permit Required; Scope of Permit

A. Except as otherwise provided in this Article, no person may undertake any of the following activities without first submitting a permit application to the Planning Department and obtaining a permit as provided under this Article:

(a) the placement of a wireless facility within the City's public rights-of-way;

(b) the placement of any additional or replacement support structure intended to be used to support one or more wireless facilities within the public rights-of-way; or

(c) the substantial modification of a wireless facility or support structure within the public rights-of-way.

B. A violation of subsection A above is hereby declared to be an offense, punishable by a fine not exceeding three hundred fifty dollars ($350.00) or imprisonment for a period not to exceed six (6) months, or both for conviction of a first offense; for conviction of a second offense

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both of which were committed within a period of five (5) years, punishable by a fine not less than three hundred fifty ($350.00) dollars nor more than five hundred dollars ($500.00) or imprisonment for a period not to exceed six (6) months, or both; and, upon conviction for a third or subsequent offense all of which were committed within a period of five (5) years, punishable by a fine of five hundred dollars ($500.00) or imprisonment for a period not to exceed six (6) months, or both. However, for the purpose of conferring jurisdiction upon courts and judicial officers generally, violations of this Article or of such ordinance or regulation shall be deemed misdemeanors and for such purpose only all of law relating to misdemeanors shall apply to such violations. Each week's continued violation shall constitute a separate additional offense.

C. Administrative Approval. Unless otherwise specified, a permit issued under this Article shall be in the form of an administrative approval, and shall not require a special use permit, variance, or other authorization requiring a public hearing or approval of City Council.

D. Only Small Wireless Facilities Eligible for Permit Placement within the public rights-of-way of a wireless facility that exceeds the defined dimensions of a small wireless facility is not eligible for administrative approval under this Article and shall require a special use permit. Unless approved by City Council, no permit may be issued under this Article for a wireless facility that exceeds the stated dimensions and other requirements applicable to a small wireless facility.

E. No Grant of Attachment Rights. Nothing in this Article shall confer any right to install wireless facilities upon City-owned, OPS-owned, or privately-owned poles or structures, including utility poles, absent a separate pole attachment agreement with the owners of such poles or structures.

F. Content of Application Incorporated. All information submitted as part of an application under this Article is hereby incorporated as part of any permit, subject to any amendments, conditions or modification to such information subsequently approved or required by the City

G. Other Required Permits. A permit issued under this Article does not affect a wireless provider's obligation to obtain and comply with any building permit, excavation permit, or other permit or authorization required under the City Ordinances or other applicable law.

H. Master Public Right-of-Way License Agreement. The City in its sole discretion may require an applicant or wireless provider to enter into a Master Public Rights-of-Way License Agreement with the City, in such form as the City may prescribe, incorporating the terms and conditions of this Article.

Sec. 5.5-404 Exclusions

The following shall not require a permit under this Article:

A. Any facilities expressly exempt from the City's siting, building and permitting authority, or expressly made exempt pursuant to 47 U.S.C. § 332 or the FCC's rules and regulations.

B. If constructed as required by the original permit, any properly permitted wireless facility that exists on the effective date of this Article, provided that it exists and is operating as originally permitted, and any modification of the facility has been properly permitted, if required.

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C. Wireless facilities used exclusively for private, non-commercial radio and television reception and private citizen's bands, licensed amateur radio and other similar non-commercial telecommunications.

D. Any repair, maintenance or upgrade of a wireless facility that does not i) increase the height of the structure, ii) alter the physical profile, iii) change the loading, iv) change the RF emissions levels, v) increase the footprint of the facility or vi) otherwise exceed the conditions of the permit.

Sec. 5.5-405 Application Requirements

A. **General Application Content Requirements.** The following items shall be included in an application for permit under this Article. In addition to the following, the City may, at any point prior to issuing a permit, require the applicant to provide such additional information as the City deems necessary for effective evaluation of the applicant's permit application.

(a) The name, address, phone number and e-mail address of the person preparing the application;

(b) If different from the applicant, the legal name, address, phone number and e-mail address of a wireless provider that has committed to use, or that the applicant expects to use, the facilities;

(c) The legal name, address, phone number and e-mail address of the applicant;

(d) The name, address, and phone number of the title holder of the support structure and of the wireless facility;

(e) A general description of the proposed work and the purposes and intent of the wireless facility. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed.

(f) A street map identifying the specific location, including the postal address of the immediately adjacent property, GPS Coordinates (latitude and longitude) in decimal degrees for the proposed small wireless facility location.

(g) Street view photographic images of the location.

(h) If requested by the City, to-scale photographic simulations of the wireless facility "before and after construction" from key viewpoints inside of the City, and a map showing the locations of where the photos were taken and the distance(s) of each location from the proposed structure. If required, guidance will be provided concerning the appropriate key viewpoints on an individual application basis.

(i) The location of the nearest residential structure;

(j) The location, size and height of all existing and proposed support structures above thirty (30) feet in height, whether or not currently supporting a wireless facility, within five hundred (500) feet of the proposed location;

(k) The transmission and maximum effective radiated power of the antenna(s), as well as a list of the specific frequency bands to

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be initially activated upon completion of construction and a copy of the FCC licenses applicable for all the frequency bands licensed to the carrier to the wireless provider;

(l) A written statement affirming that (a) the applicant's wireless facility shall always without exception be maintained in a safe manner, and in compliance with all conditions of the permit, all applicable and permissible local codes, Articles, and regulations and all applicable City, State and Federal Laws, rules, and regulations, unless specifically granted relief by the Council in writing pursuant to Section 5.5-414 of this Article; and (b) that the applicant is licensed to do business within the State.

(m) Certified detailed construction drawings, including but not limited to the following information:

a) a survey showing the location of all adjacent lot lines and rights-of-way;

b) all existing and proposed ground-mounted enclosures and cabinets within fifty (50) feet of the proposed small wireless facility site;

c) elevation drawings showing the profile or the vertical rendition of the facility, and specifically identifying all existing and proposed attachments and all related fixtures, structures, appurtenances and apparatus, including the height above the existing grade, materials, colors and lighting;

d) proposed connection to wireline or wireless backhaul; and

e) proposed electrical service and grounding plans for the facility.

(n) The type and manufacturer of the existing or proposed support structure and a rigorous structural analysis and report, including calculations, certified by a licensed Alabama Professional Engineer, proving the structure's capability to safely accommodate the proposed facilities. No permit will be issued for any wireless facility where the support structure is in need of safety-related remediation to comply with the requirements of this Article and other adopted standards of the City, unless and until all remediation work that is deemed necessary has been completed or a schedule for the remediation work has been approved by the City.

(o) For placement of antennas with the lowest part of the antenna less than thirty-three feet (33') in height, a completed and signed checklist for categorical exclusion of radio frequency electromagnetic emissions. If the modification, collocation or placement of a wireless facility is not categorically excluded based on applicable FCC rules, the applicant shall provide an RF compliance letter to the City and shall remain in full compliance with all related requirements set forth by FCC. The City may require the permit holder to perform an on-site RF survey of the facility after the construction or modification of the facility. Such survey shall be done under the observation and direction of the City or its designee, and an un-redacted copy of the survey results along with all calculations provided to the City.

(p) A signed statement that the applicant will expeditiously remedy any physical or RF interference with other wireless devices or services, if required to do so under applicable law.

(q) A security plan, including emergency contact information, location and accessibility of a main breaker switch, emergency procedures to follow, and a description of an anticipated maintenance program.

(r) Written documentation evidencing approval of the owner of any tower, pole, support structure, or building to which a wireless facility or any associated equipment is to proposed to be attached. The permit application may be accepted without this attached document but shall not be approved without the executed agreement authorizing said attachment.

(s) The applicant may designate as such portions of its application materials that it reasonably believes contain proprietary or confidential information.

(t) An application shall be signed on behalf of the applicant by the person(s) vested with the authority to bind and commit the applicant and attesting to the truth, completeness and accuracy of the information presented.

B. **Application for New Additional Support Structures.** In addition to the general application content requirements set forth in Subsection A, an application to place a new additional wireless support structure shall include written evidence demonstrating that the applicant reasonably explored collocation opportunities, but is unable to collocate on any existing structure.

C. **Application Involving Substantial Modification.** An application for permit to substantially modify a wireless facility or support structure shall include the following:

(a) Information clearly identifying the wireless provider and the subject wireless facility or support structure.
(b) A to-scale visual depiction of the modification.
(c) A narrative explaining the nature of the proposed modification.
(d) A certified structural report, including calculations, demonstrating the structure's capacity to accommodate the wireless facility following the proposed modification.
(e) If requested by the City, to-scale photographic simulations of the wireless facility "before and after construction" from key viewpoints inside of the City as may be appropriate and required and a map showing the locations of where the photos were taken and the distance(s) of each location from the proposed structure. If required, guidance will be provided concerning the appropriate key viewpoints on an individual application basis.
(f) A narrative description of activities proposed to minimize the visual impact of such modification.

D. **Batched Submittals.** The batched submittal process described in this subsection allows an applicant to combine individual permit applications for the placement of wireless facilities (that are proposed to be substantially the same and that would otherwise be processed as separate individual applications) into a single batched submittal containing the individual applications to be processed at the same time. An applicant may submit a single "batched" application submittal seeking permits for

multiple small wireless facilities at multiple locations, subject to the following conditions:

(a) An applicant may combine into a single batch application up to ten (10) individual applications for permits for new small wireless facilities to be located in the City public rights-of-way, provided that the proposed wireless facilities are of substantially the same design and style.

(b) A single person or entity shall not apply for more than ten (10) locations for small wireless facilities in any period of thirty (30) calendar days.

E. **Public Meeting.** To more fully inform those reasonably expected to be affected by the applicant's proposed activities and facilities, the City in its sole discretion may require a public meeting to be held prior to approval of any permit application. Written notice of the meeting and its purpose shall be provided directly to potentially affected residents and businesses (including but not limited to adjacent property owners) at least two (2) weeks prior to the date of the meeting. The meeting shall be scheduled by the City Council or Planning Department. All costs related to the meeting shall be borne solely by the applicant, including but not limited to the cost of written notification and any reasonable costs of the City. The conduct of any such public meeting shall not toll or otherwise affect the time for consideration of a permit application specified in Section 5.5-407.

F. **Pre-Application Meeting**. All prospective applicants shall initiate an informal pre-application meeting with the Planning Director or designee, which may be held either in-person or telephonically as deemed appropriate. The purpose of the pre-application meeting will be to expedite the application review and permitting process by identifying and preliminarily addressing any significant issues or concerns the City or the applicant may have.

Sec. 5.5-406 Information Updates

Any substantial changes to information contained in a permit application, whether occurring during the pendency of an application or after a permit has been issued, shall be submitted in writing to the Planning Director within thirty (30) days after the change necessitating the amendment.

Sec. 5.5-407 City Action on Applications

No work of any kind may commence on a proposed wireless facility until the application is reviewed and a permit has been issued to the applicant. Following receipt of a completed application, the City will undertake a review pursuant to this Article in a timely fashion, consistent with its responsibilities and applicable law, and shall act within the time required by applicable law.

A. **Sufficiency of Application**

(a) Within ten (10) days of receiving an initial application for a small wireless facility permit, the City will notify the applicant in writing if the application is materially incomplete and shall clearly and specifically identify the missing documents or information and the specific rule or regulation creating the obligation to submit the requested information. Upon receipt of the requested information the applicable time period for City to complete its review of the application will start over as if the Application were received on that date;

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(b) Within ten (10) days of receiving a resubmitted application in response to a notice of insufficiency for any type of permit application, the City will notify the applicant in writing if the resubmitted application continues to be materially incomplete and shall clearly and specifically identify the missing documents or information and the specific rule or regulation creating the obligation to submit the requested information. Pending the receipt of the requested information the review period shall be tolled. Upon receipt of the requested information the applicable time period for the City to complete its review of the application shall resume.

(c) Any subsequent review of an application by the City after notice of incompleteness shall be limited to the deficiencies cited in the notice.

(d) There shall be no additional application fee to review an application resubmitted pursuant to this Subsection.

B. **Time Period for Permit Application Review**

(a) The City shall make a final decision to approve or deny a permit application within the following time frames, subject to such deadlines being reset or tolled in the event of an incomplete or deficient application:

(1) Review of an application to collocate a small wireless facility upon an existing structure: 60 days.
(2) Review of an application to deploy a small wireless facility using a new support structure: 90 days.

(b) The City shall advise the applicant in writing of its final decision and shall include in the final decision the basis for any denial(s), including specific code provisions on which the denial(s) were based. The applicant may cure the deficiencies identified by the City and resubmit the application within thirty (30) days of the denial(s) without paying an additional application fee. The City will approve or deny the revised application within thirty (30) days of receipt of the amended application. The subsequent review by City shall be limited to the deficiencies cited in the original denial(s).

(c) If the City fails to act on a permit application within the above prescribed time periods, the applicant may provide notice that the time period for acting has lapsed, after which the applicant may pursue such other remedies as may be available under then-prevailing law.

(d) If the permit application is to modify existing authorized wireless facilities and the proposed modification does not constitute a "substantial change," as that term is defined by the FCC, to the existing wireless facility, the City will approve the permit application within sixty (60) days or else the permit application shall be deemed granted.

C. **Scope of Review.** The Planning Director, or an authorized third-party contractor working on behalf of the City, shall review the permit application and shall prepare any findings and proposed conditions. The review and evaluation may include, but shall not be limited to, such items as:

(a) Completeness of the application;

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(b) The proposed facility's compliance with federal, state, and local laws, regulations, codes, and City ordinances, including but not limited to this Article;

(c) Completeness and sufficiency of the vicinity map;

(d) General project information, including type of facility, number of antennas, height to top of antennas, radio frequency range, wattage output of equipment, compliance with FCC requirements, and concealment elements;

(e) Compliance with aesthetic standards published by the City, including but not limited those set forth in Section 5.5-410 of this Article;

(f) Noise and acoustical information;

(g) Applicant's certification that the proposed wireless facilities will comply with all applicable FCC radio frequency (RF) requirements;

(h) Sufficiency of the security plan;

(i) Adequacy of the maintenance program;

(j) Recommendations of City personnel or consultants with respect to the application; and

(k) The existence of significant unresolved issues of noncompliance with respect to existing permitted wireless facilities of applicant.

Sec. 5.5-408 Effect of Permit; Duration

A. **Authority Granted; No Property Right or Other Interest Created.** A permit issued under this Article authorizes a permit holder to undertake only certain activities in accordance with the terms of the permit and this Article and does not create a property right or grant authority to the permit holder to impinge upon the rights of others, including those who may already have an interest in the public rights-of-way.

B. **Duration.** No permit issued under this Article shall remain valid for a period longer than twelve (12) months unless construction has actually begun within that period and is thereafter diligently pursued to completion. Any permit will automatically expire ten (10) years from the issuance date. A permit properly issued will automatically renew for additional successive ten (10) year periods every ten (10) years from the issuance date. As a condition precedent to such automatic renewal the City may require a permit holder to certify that the subject wireless facility is being operated in accordance with the requirements of this Article and that the wireless provider has not abandoned or elected to remove the subject wireless facility.

C. **Other Approvals.** The issuance of a permit shall not relieve a wireless provider of the obligation to obtain all other applicable permits, approvals, and agreements necessary to install and operate its wireless facilities in conformance with federal, state, and local laws, rules, and regulations.

Sec. 5.5-409 Fees

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A. **Application Processing Fee.** At the time that a person submits an application for a permit, such person shall pay a non-refundable application processing fee to the City as follows:

(a) The application processing fee with respect to a permit for collocation of a small wireless facility, or substantial modification of a small wireless facility on an existing support structure, shall be $500 for up to five (5) small wireless facilities, with an additional $100 for each small wireless facility beyond five in a batch. For example, the application processing fee for one application is $500, the application processing fee for two applications is $500, the application fee for six applications is $600, and the application fee for seven applications is $700.

(b) The application processing fee for a new support structure to support a small wireless facility shall be $1000.

B. **Right-of-Way Usage Fee Upon Issuance of Permit and Annually Thereafter.** Upon issuance of a permit for placement of small wireless facilities in the public rights-of-way, the permit holder shall pay a public rights-of-way usage fee of $270 per permitted wireless facility, less the pole attachment fee that the permit holder pays pursuant to Section 5.5-411(B) for access to the facility at issue. Thereafter, the permit holder shall continue to pay this fee for each wireless facility that the permit holder installs and maintains within the public rights-of-way.

C. **Contractor Fee.** The City may, in its discretion, utilize one or more contractors to review and process individual or batched applications for permit. In the event that the City chooses to utilize such contractors, an applicant shall pay the reasonable fees of such contractor for the review and processing of the applicant's permit application. Such fees shall be based upon standard processes and prevailing rates in Lee County, Alabama, in an amount not to exceed two hundred fifty dollars ($250) per hour.

D. **Fees for Modification of Facilities.** Any proposed modification to an existing authorized wireless facility, whether or not a "substantial change" as defined by the FCC, shall be subject to the same permit application fees as new facilities. Routine repair and maintenance activities (as described in Section 5.5-404D) that do not require a permit shall not require a permit application nor payment of application processing fees.

Sec. 5.5-410 General Standards and Requirements

The placement and operation of wireless facilities within the City's public rights-of-way shall be permitted only in accordance with the requirements set forth in this Section.

A. **No Interference.** Without limiting the scope of the aesthetic specifications or any other provision of this Article, all wireless facilities and any associated support structures shall be subject to the following requirements:

(a) No wireless facility or support structure, nor any work associated with such, shall block, restrict, interfere with, impede access to, or impede use of, any street, sidewalk, alley, driveway, walkway, passageway, door, gate, ingress or egress points of a building or structure, delivery or pickup area, access to public transportation stops or shelters, access to above-ground or below-

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ground infrastructure owned or operated by any public or private utility, and any public way or place.

(b) No wireless facility or support structure shall create a visual obstruction to vehicular and pedestrian traffic, including, but not limited to, obstruction of any required sight triangle.

(c) No wireless facility or support structure shall create, contribute to, or exacerbate a violation of the Americans With Disabilities Act or related federal or state standards or regulations. No wireless facility shall interfere with safe operation of City or OPS equipment and facilities, specifically including, but not limited to, City-owned streetlights, traffic control equipment, and utility facilities.

B. **Damage to Public Rights-of-Way or City Facilities.** If a wireless provider or its employees, agents, subcontractors, or others acting on its behalf damages the public rights-of-way, or damages or interferes with the operation of any City facilities, equipment, or structures, the wireless provider shall, at its own expense, immediately do all things reasonable to correct the damages and avoid further injury or damages, direct and incidental, resulting therefrom and shall notify the City.

C. **Location of Facilities Within Public Rights-of-Way.** In addition to the specific location requirements set forth in Section 5.5-410F. The City reserves the right to deny an application for a wireless facility permit if the City determines that the proposed site or group of sites, based on the particular facts and circumstances, is substantially adverse to the health, safety and welfare of the City and its inhabitants, or will have a deleterious effect on the nature and character of the community and neighborhood. In the event a location proposed by applicant is unacceptable, the City will work in good faith with the applicant to identify one or more suitable alternate locations.

D. **Setback.** Wireless facilities shall be installed with a minimum 20-foot setback from buildings, the minimum separate required by NESC or the existing setback requirement of the underlying zoning district, whichever is greater. An applicant may request a waiver of this requirement in the event a building is located immediately adjacent to the public right-of-way, and no reasonable alternative siting locations are available.

E. **New Additional Poles.**

(a) No new additional poles will be permitted unless an applicant submits written documentation demonstrating to the satisfaction of the City that applicant has undertaken reasonable efforts to collocate the proposed wireless facility upon an existing support structure, and that (i) no suitable support structure exists, or (ii) such efforts have been unsuccessful.

(b) New additional poles approved under this Article shall be installed with a minimum 20-foot setback from buildings, the minimum separation required by NESC, or the existing setback requirement of the underlying zoning district, whichever is greater.

F. **Aesthetic Standards.** Wireless facilities shall comply with the aesthetic standards set forth in this subsection. In the event an applicant seeks to place a wireless facility that does not comply with these standards, it must request and be granted a waiver as set forth in this Article.

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(a) **General Aesthetic Requirements**

(1) The placement and design of wireless facilities shall be consistent with existing structures and aesthetics, in harmony with the surroundings, and as unobtrusive as reasonably possible.

(2) To minimize the visual impact, all pole-mounted equipment shall be installed as close to the pole as technically feasible, and shall be painted flat and non-reflective colors that match the underlying pole (unless such requirement is specifically waived by the City).

(3) Screening and equipment enclosures shall blend with the surrounding environmental and structural context in terms of scale, form, texture, materials and color. Equipment shall be concealed as much as reasonably possible by blending into the natural and/or physical environment.

(4) Collocations between limited numbers of multiple separate wireless service providers on the same support structure are encouraged wherever feasible. If an applicant seeking to place a new wireless facility proposes to not collocate when reasonable options appear available, demonstrative proof must be provided as to why collocation is not feasible.

(5) In the historic downtown area, small wireless facilities collocated upon existing decorative light poles shall be consistent with the existing decorative light poles. Applicant shall propose a design that uses concealment effects, that is comparable in scale, and that incorporates the design characteristics of those poles. Wireless facilities in the historic downtown area shall use coloring to match surrounding light poles and fixtures.

(6) If a new standalone pole or cabinet for a wireless facility is to be installed within one hundred feet (100') of any decorative pole, the color of the new pole and cabinet should match the color of the decorative pole. Otherwise, such new poles and cabinets should be black in color, using Gloss Black #17038 per Federal Color Standard 595.

(7) In residential areas in which utilities are placed underground and decorative light poles are used, any new pole proposed by Applicant shall substantially match existing decorative poles in terms of material, color and design.

(8) New standalone poles shall be constructed of aluminum or steel.

(9) All cabling for a wireless facility upon a new pole must traverse the interior of the pole. Otherwise, cable traversing the pole shall be covered using a U-guard of steel or aluminum construction no less than two (2") in diameter. No cables shall be visible on the exterior of a City light pole.

(10) Wireless facilities shall be installed with a minimum spacing of 300 feet between wireless facilities of

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a single applicant in commercial areas, or 600 feet in residential areas.

(11) Wireless facilities should use tapered shapes that smoothly integrate into structures (avoiding, for example, new rectangular boxes).

(12) No wireless facilities shall be installed within a public park or in a public right-of-way within 250 feet of a park.

(b) **Antennas.**

(1) The total volume of antennas must not exceed 3 cubic feet on a single pole.

(2) Antennas must be no taller than 4 feet.

(3) Antennas must have a smooth cylindrical shape, such as a single canister, or multiple separate antennas placed inside sheeting that is flush with the pole, or a form factor in which multiple antennas merge into a single smooth shape. No separately mounted antennas will be allowed on a single installation (for example, multiple-sector panel antennas).

(4) Antennas must be flush-mounted or placed in line with the pole.

(c) **Cabinets.**

(1) Pole-mounted cabinets.

i. Pole-mounted cabinets should not be used on a light pole if a technical and commercially reasonable alternative is available. Equipment should be placed inside the pole, such as in the base of the pole, in a way that integrates with the design of the pole.

ii. Cabinets may be permitted on the sidewalk side of light poles except in the historic downtown area.

iii. Cabinets may be permitted on the sidewalk side of wooden utility poles.

iv. Outside the historic downtown area, cabinets may either be mounted on a pole or on a concrete slab within 50 feet of the pole where the antenna is mounted.

v. Pole-mounted cabinets must have at least an 8-foot clearance from the ground, or the minimum clearance required by the NESC, whichever is greater.

vi. Pole-mounted cabinets must be flush-mounted to poles.

vii. Rectangular cabinets on poles shall be limited to 48" (height) by 24" (width) by 18" (depth); cabinets that are non-rectangular in shape must be comparable or less in volume and visual impact.

viii. Pole-mounted equipment should be placed within enclosures with tapered shapes, which are less obtrusive than rectangular cabinets.

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ix. The power meter and power disconnect switch must be located below the cabinet or (in the case of a light pole) inside the pole.

x. Cabinets on light poles must be same color as the pole. Cabinets on wooden utility poles must be a neutral, unobtrusive color (e.g., black, brown, dark green).

(2) Surface-mounted cabinets.

ii. Surface-mounted cabinets must be on a concrete slab, and where possible must be in close proximity to existing pedestals and cabinets (for example, near traffic signal controllers, transformers or other utility pedestals).

iii. Surface-mounted cabinets must be the same color as other nearby pedestals or cabinets. Where there are no other nearby pedestals or cabinets, the cabinets should be the same color as the pole housing the antenna.

iv. Surface-mounted cabinets must be no larger than 10 cubic feet in volume, and with height, width, and depth each not exceeding 3.5 feet.

(d) **Attachments to Buildings**. To preserve and protect the nature and character of the area, any attachment of an antenna to a building shall be upon the face of the structure without increasing the height of the building, unless the applicant demonstrates that such restriction will prohibit or have the effect of prohibiting the provision of service. Any cabling shall match as closely as possible the color and texture of the building. If antennas are required to be mounted above the roof-line of any building, the applicant must comply with a plan to camouflage the antennas.

(e) **Lighting and Noise.**

(1) No lighting is allowed on small wireless facilities. If there are lights on the supplied equipment, they must be covered, removed, or deactivated.

(2) Wireless attachments may not create noise greater than 50 dB measured at 20 feet from the device in residential neighborhoods.

G. **Replacement of Poles.**

(a) Use of a City-owned pole to collocate a wireless facility may require replacement with a new pole designed to accommodate the wireless facility, as described in Section 5.5-411. In the event the applicant believes the existing pole can support the structure and fulfill all other aesthetic and technical standards, the applicant shall provide an industry-standard pole load analysis certified by an Alabama Professional Engineer indicating that the specific pole will safely support the load.

(b) A City-owned pole that is replaced with a new pole must be replaced with a new pole at the same location that is designed primarily to serve the purpose of the original pole (such as illumination) while also serving as a support structure for the wireless attachment. Any such replacement pole shall be substantially identical to the specific type pole that it replaces, notwithstanding modifications that may be necessary to build

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equipment into the interior or base, or other departures from the original design that may be required by the City.

(c) Replacement poles shall be constructed of the same material as the pole replaced, unless otherwise permitted or required by the City.

(d) The applicant shall minimize any design differences between a replacement structure and the original pole or structure.

H. **Use of Wooden Utility Poles.**

(a) Wireless facilities may not be installed on wooden utility poles with existing transformers, switches, or risers.
(b) The order of preference in use of wooden utility poles is as follows:
a. Stub poles
b. Poles without primary power
c. Poles with primary power, extended with a pole top prior to installing any wireless attachments.

(c) Cables must be bonded, grounded, and placed inside a riser on the pole. Risers must be the same color as the pole and mounted on the back side of the pole.

I. **Undergrounding Provisions.** Applicant shall comply with City Ordinance requirements concerning undergrounding of service lines and related equipment which can be feasibly installed underground for utility and telecommunications facilities, which shall be applied on a non-discriminatory basis, provided that such requirements shall not prohibit the replacement of allowed existing structures with similar structures. Nor shall such requirements prohibit or effectively prohibit the provision of wireless services in the areas subject to undergrounding requirements.

Sec. 5.5-411 Attachment to OPS Utility Poles, Streetlight Poles and Other Structures in the Public Rights-of-Way

A. **Attachment Agreement Required.** A wireless provider shall not attach wireless facilities to an OPS utility pole, streetlight pole, or any other City-owned structure or building without first obtaining an attachment agreement with the City or OPS, as applicable.

B. **Annual Rate**. The rate to place a wireless facility on an OPS utility pole, streetlight pole, or other City-owned structure in the public rights-of-way shall be specified in the pole attachment agreement required by Subsection A of this Section. This fee and the right-of-way usage fee required under section 5.5-409 of this Article shall not exceed a total of $270 per facility per year.

C. **Make-Ready.** For OPS utility poles, streetlight poles, or other City-owned structures in the public rights-of-way, the City or OPS, as appropriate, shall provide a good faith estimate of any make-ready work necessary to enable the pole or facility to support the requested wireless facility, including pole replacement if necessary, within 60 days after receipt of a completed request. Make-ready work for attachments including any pole replacement shall be completed within sixty (60) days of the wireless provider's written acceptance of OPS's or the City's good faith estimate, except that attachments located in or above the electric space of an OPS utility pole shall be completed within ninety (90) days of acceptance.

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Sec. 5.5-412 Removal, Relocation and Abandonment

A. Within ninety (90) days following written notice from the City, a wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change, or alter the position of any permitted wireless facility whenever the City has determined that such removal, relocation, change, or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon the public rights-of-way, or the operations of the City, or OPS utility facilities, in or upon the public rights-of-way.

B. **Emergency Removal or Relocation of Facilities.** The City retains the right and privilege to move or rearrange any wireless facility located within the public rights-of-way of the City, as the City may determine to be necessary, appropriate, or useful with respect to an emergency affecting the public health, safety or welfare. If circumstances permit, the City shall notify the wireless provider and provide the wireless provider an opportunity to move its own facilities prior to rearranging or removing a facility and shall notify the wireless provider after removing or rearranging a wireless facility. The City shall not be liable for any damages to the wireless facility or for an interruption in service resulting from such rearrangements or removals when undertaken in response to a public safety or emergency.

Sec. 5.5-413 Radiofrequency (RF) Emissions

To assure the protection of the public health and safety, the City reserves the right to require that a wireless provider verify compliance with the FCC's regulations regarding RF emissions, either for individually-owned equipment or cumulatively for all equipment at the site, as may be deemed appropriate from time to time.

Sec. 5.5-414 Relief, Waiver and Exemption

A. Any applicant desiring relief, waiver or exemption from any aspect or requirement of this Article shall address and identify such in writing as part of its application, including a written justification explaining why such relief should be granted. The City may grant or deny such request in its sole discretion. Such relief may be temporary or permanent, partial or complete, and conditional or absolute.

B. If a request for relief, waiver or exemption for any item or issue is requested after the submittal of the application, the City reserves the right to require a formal amendment or resubmittal of the application, including the payment of all applicable fees and charges.

C. Any variance from the regulations contained in this Article shall be reviewed in terms of i) technological impracticability and ii) commercial impracticability, both in relation to the area intended to be served by the proposed wireless facility and the City's objectives, rights and obligations as stated in this Article.

D. No relief, waiver or exemption shall be approved unless the applicant demonstrates that, if granted, the relief, waiver or exemption will have no significant adverse effect on the health, safety and welfare of the City, its residents or other service providers. The burden of proving the need for the requested relief, waiver or exemption shall be solely on the applicant.

E. The applicant shall bear all costs of the City in considering the request and the relief, waiver or exemption.

Sec. 5.5-415 Compliance With Applicable Law

A wireless provider shall at all times maintain compliance with all applicable City, state and federal ordinances and statutes, Applicable Standards, and all applicable rules, regulations, standards, and provisions of any State or Federal agency, including, but not limited to, the FCC.

Sec. 5.5-416 Assignment and Transfer

A. A permit issued under this Article shall not be assigned, transferred or conveyed without the express prior written notification to the City, such notice to be not fewer than thirty (30) business days prior to the intended assignment, transfer or conveyance.

B. Any purported transfer, assignment or other conveyance of a permit shall be invalid unless and until the new permit holder provides to the City a written commitment of the new permit holder that it will abide by all applicable laws, rules and regulations, including but not limited to this Article.

Sec. 5.5-417 Noncompliance, Cure and Revocation

A. **Event of Noncompliance.** If a wireless provider fails to comply with any material term or condition of this Article or any permit issued under it, including nonconformity with application materials as approved by the City, the provider shall be in non-compliance with this Article.

B. **Remedies Following Failure to Cure**. In the event that a wireless provider is found to be in non-compliance with this Article the City shall give the wireless provider forty-five (45) days written notice to cure the violation(s), or diligently commence the cure for matters that cannot reasonably be cured within forty-five (45) days. In the event of an uncured material failure to comply with this Article, the City, at its option, shall be entitled to pursue any and all remedies that it may have in law or at equity, including terminating non-compliant permits, and drawing down the non-compliant wireless provider's performance and payment bond to cover any fees, costs, damages, expenses, or penalties that a wireless provider has not paid.

C. **Removal of Facilities**. Upon termination for non-compliance, a wireless provider shall remove its wireless facilities from the public rights-of-way within six (6) months of receiving notice, or at a rate of twenty-five (25) of its wireless facilities per month, whichever period results in the shortest length of time for completing removal. A wireless provider shall restore the public rights-of-way to its prior condition at the commencement of its permit applications, except for reasonable wear and tear. If not so removed within that time period, the City shall have the right, but not the obligation, to treat the wireless provider's facilities as abandoned and to take title, store, sell, or otherwise dispose of them. A wireless provider shall be required to pay the City's actual and documented costs of taking title, storing, selling, or otherwise disposing of a wireless facility subject to this Subsection within ninety (90) calendar days after it has received an invoice from the City.

Sec. 5.5-418 Retention of Local Police Power; Effect of Future Changes in

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Governing Law

This Article is intended to establish only the minimum restrictions upon the police power of the City necessary to comply with the final rules adopted by the Federal Communications Commission regarding permissible local regulations of wireless facilities and wireless support structures. Nothing in this article shall be construed as surrender by the City of its right and power to adopt future ordinances, rules, and regulations in the exercise of its police power applying to wireless facilities to the maximum extent allowed by applicable law. Issuance of any permit pursuant to this Article shall not grant the permittee any vested rights in the event of a change in governing law, including any vested right for permittee to remain regulated under the laws, ordinances, rules, and regulations in effect at the time of issuance of a permit. In the event of any future change in governing law (including, but not limited to, invalidation or modification of the final rules of the Federal Communications Commission in effect at the time of initial adoption of this article), the City at all times reserves the right to regulate wireless facilities under new governing law as changed and to apply new City regulations allowed by the changed law to all pre-existing wireless facilities.

Sec. 5.5-419 Liability Insurance

A. A holder of a permit issued pursuant to this Article shall secure and at all times maintain public liability insurance for personal injuries, death and property damage, and umbrella insurance coverage, for the duration of the permit in amounts as set forth below:

(a) Commercial General Liability covering personal injuries, death and property damage: $1,000,000 per occurrence/$2,000,000 aggregate; and

(b) Automobile Coverage: $1,000,000.00 per occurrence/ $2,000,000 aggregate; and

(c) A $3,000,000 Umbrella coverage; and

(d) Workers Compensation and Disability: Statutory amounts.

B. For a facility located on City property, the Commercial General Liability insurance policy shall specifically name the City and its officers, boards, employees, committee members, attorneys, agents and consultants as additional insureds.

C. The insurance policies shall contain an endorsement obligating the insurance company to furnish the City with at least thirty (30) days prior written notice in advance of the cancellation of the insurance.

D. Renewal or replacement policies or certificates shall be delivered to the City at least fifteen (15) days prior to the expiration of the insurance that such policies are to renew or replace.

E. Before construction of a permitted wireless facility is initiated, the permit holder shall deliver to the City a copy of each of the policies or certificates representing the insurance in the required amounts.

F. A Certificate of Insurance that states that it is for informational purposes only and does not confer rights upon the City shall not be deemed to comply with this Article.

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Sec. 5.5-420 Indemnification

A. Any application to place wireless facilities shall contain a provision with respect to indemnification of the City. Such provision shall require the applicant, to the extent permitted by applicable law, to at all times defend, indemnify, protect, save, hold harmless and exempt the City and its officers, commissions, committees, employees, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising there from, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, modification , location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said facility, excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the City, or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by the City.

B. Notwithstanding the requirements noted in subsection (A) of this section, an indemnification provision will not be required in those instances where the City itself applies for and secures a permit for a wireless facility.

Sec. 5.5-421 Performance Security

A wireless provider shall furnish a performance and payment bond executed by a surety company reasonably acceptable to the City which is duly authorized to do business in the state of Alabama in the amount of twenty-five thousand dollars ($25,000.00) for the duration of any authorizations granted hereunder as security for the faithful performance of the terms and conditions of its permits, and for the payment of all fees, and persons performing labor and furnishing materials in connection with its installation and use of wireless facilities in the public rights-of-way.

Sec. 5.5-422 Planning Department Authority and Delegation

The Planning Department is the officially designated agency or body of the City to whom applications for a permit under this Article must be made, and that is authorized to make decisions with respect to granting or not granting administrative approval permits applied for under this Article, or revocation of existing permits. The City Council may at its discretion, consistent with this Article, delegate or designate to the City Planning Commission or other official agencies or officials of the City or outside consultants the authority to accept, review, analyze, evaluate and make recommendations with respect to the granting or not granting of permit applications, or revocation of existing permits.

Sec. 5.5-423 Severability

A. If any word, phrase, sentence, part, section, subsection, or other portion of this Article or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this Article, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

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B. Any permit issued pursuant to this Article shall be comprehensive and not severable. If part of a permit is deemed or ruled to be invalid or unenforceable in any material respect, by a competent authority, or is overturned by a competent authority, the permit shall be void in total, upon determination by the City.

Sec. 5.5-424 Conflict With Other Laws

Where this Article differs or conflicts with other laws, rules and regulations, unless the right to do so is preempted or prohibited by the City, State or Federal government, this Article shall apply.

Sec. 5.5-425 Authority

This Article is enacted pursuant to applicable authority granted by the State and federal government.

Section 2. **Repeal of Conflicting Ordinances.** Any ordinance or part thereof in conflict with the provisions of this ordinance are repealed to the extent of the conflict only.

Section 3. **Effective Date**. This ordinance (and Article IV hereby adopted) shall take effect and be enforced immediately upon its adoption and publication as required by law

Section 4. **Publication**. The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

Section 5. **Codification.** Codification of Article IV adopted herein in the *Code of Ordinances* of the City of Opelika, Alabama, is hereby authorized and directed.

ADOPTED AND APPROVED this the _____day of _____, 2019.

_____
PRESIDENT OF THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

_____
CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of _____, 2019.

_____
CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

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